Case Number: 2009-35241 14-02 Filed 63014110:40:24 AM

Doc # 101

1	9013-1, for an order to sanction ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE SERVICES, A
2	DIVISION OF ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK,
3	F.S.B. ("OWB"); and its purported principal DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
4	TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH
5	CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL
6	1, 2007 ("DBNTC"); and OCWEN LOAN SERVICING, LLC ("Respondents") for civil contempt for violation
7	of the bankruptcy discharge injunction.
8	JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Easter District of California has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 151, 157, 1334 and 1409; and the case has been reopened pursuant to the Court's order dated December 30, 2013.

PARTIES

Debtors

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2. Debtors are the owner in fee simple of the real property described as:

LOT 53, IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP ENTITLED, "VALLEY HI UNIT NO.24", RECORDED **APRIL 17, 1978, IN BOOK 119 OF MAPS, PAGE 18** APN No. 117-0400-053-0000

Commonly known as 5950 La Castana Way, Sacramento, CA 95823. ("Property").

Respondents

- 3. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein, Defendant DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2007 ("DBNTC"), is not registered with the California Secretary of State in any capacity; is registered with the Office of the Comptroller of the Currency ("OCC") as a "Nondeposit Trust Company" and/or "Trust Bank" with a Los Angeles, California address and has been conducting business in Sacramento County, California.
- 4. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein, Defendant ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE SERVICES, A DIVISION OF

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27 See Exhibit "1" incorporated herein by this reference.

² See Exhibit "2" incorporated herein by this reference.

Note: OWB also claimed to be a/the "Creditor."

⁴ See Exhibit "3" incorporated herein by this reference.

See Exhibit "4" incorporated herein by this reference.

⁶ See Exhibit "5" incorporated herein by this reference.

ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B., ("OWB") is registered with the Federal Deposit Insurance Corporation as an "active bank" with an address in Pasadena, California has been conducting business in Sacramento County California.

5. Plaintiffs are informed and believe, and thereon allege, that at all times relevant herein, Defendant OCWEN LOAN SERVICING, LLC is registered with the California Secretary of State as an "ACTIVE" Delaware corporation with an address in West Palm Bach Florida and has been conducting business in Sacramento County, California.

BACKGROUND AND FACTS

- 6. **Prior to Discharge and Closing Bankruptcy Case Chain of Events**
 - a. 07/22/2009 Debtors filed their Chapter 13 Bankruptcy;
 - b. 11/13/2009 The plan was confirmed;¹
 - c. 07/20/2012 The case was completed;
 - d. 08/28/2012 A NOTICE OF FINAL CURE PAYMENT was filed pursuant to Federal Rule of Bankruptcy Procedure ("FRBP") 2003.1(f) related to the purported "Creditor" OWB;²
 - e. 09/11/2012 Actually filed on 10/01/2012, as the purported principal to OWB as the purported "servicer", "U.S. Bank National Association, as trustee for the LXS 2007-4N as Serviced by OWB," claiming to be the/a "Creditor" filed a "RESPONSE TO NOTICE OF FINAL CURE PAYMENT" which alleged "secured Creditor" agreed all pre-petition payments were paid but disagreed that post-petition payments were paid; 4
 - f. 10/19/2012 Debtors' attorney filed a MOTION TO DEEM CURRENT on their behalf;⁵
 - g. 11/14/2012 The Ch. 13 Trustee filed his Final Report;⁶

- h. 12/10/2012 The Court filed its Minute Order ruling that, as of July 20,2012, the date of completion of the confirmed chapter 13 plan, the debtors had cured the pre-petition default owed to and paid all required ongoing monthly post-petition payments that came due during the term of the confirmed plan to the purported "secured Creditor" OWB;⁷
- i. 01/14/2013 Debtors received their discharge after completion of the Chapter 13 plan⁸ with the final decree filed 01/28/2013.

7. Post Discharge - Chain of Events

- a. Debtor continued making timely post-closing payments to OWB;
- b. In or about February 2013, in response to a telephone call and voice mail left from OWB, Debtor returned the telephone call and talked with a OWB representative named "Melissa" related to OWB's allegations that the Debtor was four months delinquent in his payments to OWB, allegedly being \$6,227.77 in arrears. Melissa told Debtor that "Once your loan came out of bankruptcy it went into the previous status as before as delinquent and foreclosure status." At this time, Melissa attempted to induce Debtor into considering a "loan modification." Debtor told Melissa that he was current with his payments, had never been late at which time Melissa told Debtor to contact OWB's "foreclosure attorney's" office;
- c. In or about February 2013, Debtor contacted counsel referenced herein, for legal advice related to these discrepancies;
- d. 06/20/2013- Debtor's counsel drafted and served a Qualified Written Request ("QWR") and Debt Validation Letter upon OWB to address and correct these servicing and accounting mistakes;¹⁰
- d. 07/01/2013 OWB responded with a boiler plate claim the QWR was not a QWR; misrepresented who the purported "mortgage backed security" was in which Debtor's "mortgage" was allegedly pooled in as "Nation Star Mortgage" as the

⁷ See Exhibit "6" incorporated herein by this reference.

⁸ See Exhibit "7" incorporated herein by this reference.

See Exhibit "8" incorporated herein by this reference.

¹⁰ See Exhibit "9" incorporated herein by this reference.

"master servicer" in Littleton, CO; purportedly identified as "LXS 2007-6" and "pooled" on 04/30/2007; ¹¹ OWB continued to complain about the cost of providing the documentation requested (and refused to provide what was asked for). OWB further claimed to have "conducted an investigation of the account and have determined: 1. No corrections have been made to the account as we are of the opinion the account has been serviced in compliance with the terms of the documents signed at closing." Included with the documents OWB provided, was a "CUSTOMER ACCOUNT ACTIVITIY STATEMENT" dated 07/01/2013 which in fact, showed that Debtor was current in his payments since the Court's Order ruling arrearages were paid and payments were current; ¹²

- e. 07/10/2013 OWB sent a letter to Debtor stating they were returning Debtor's payment due to allegedly not being the "total amount due to bring your loan current;" 13
- f. 07/11/2013 Debtor's counsel drafted and served on OWB, another QWR and Dispute of Debt Letter addressing both OWB's July 1, 2013 response to the previous QWR, and OWB's refusal to accept Debtor's timely payment in which counsel explained to OWB the mistakes they made; that Debtor was not in default and all payments were timely made; 14
- g. 07/11/2013 Debtor also filed a Complaint with the OCC related to OWB's failure to properly service Debtor's purported "loan" and failure to correct OWB's records for the mistakes they made; 15
- h. 07/24/2013 OWB, in response to Debtor's Complaint to the OCC, provided yet admissions as to the dates payments were made, posted and applied failing completely to adhere to the Bankruptcy Court's order deeming Debtors' payments current and satisfaction of any purported arrearages through the plan; 16

^{27 | 11} Note conflicts with the various other claims by OWB who allegedly the MBS was/Trustee or Trust, etc.

¹² See Exhibit "10" incorporated herein by this reference.

¹³ See Exhibit "11" incorporated herein by this reference.

¹⁴ See Exhibit "12" incorporated herein by this reference.

¹⁵ See Exhibit "13" incorporated herein by this reference.

¹⁶ See Exhibit "14" incorporated herein by this reference.

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- ١. 07/27/2013 – Debtor completed and his counsel served upon the OCC an amended complaint addressing the issues indicated herein above to augment the record in yet another attempt to correct the record and to clear up the servicing failures of OWB; 17
- 07/29/2013 Debtor's counsel sent yet another Dispute of Debt letter to OWB j. explaining their misstated facts; their ignoring of the Bankruptcy Court's Orders; and providing an itemization of the payments Debtor made showing Debtor current with his payments pursuant to said Court Orders and the schedule of payments made; 18
- 08/05/2013 OWB once again rejected and returned Debtor's payment claiming k. once again that Debtor was in delinquent and his payment was not enough to bring the purported "loan" current; 19
- 08/07/2013 Debtors each received individually addressed letters from OWB I. requesting their ability to "assess" Debtors' financial situation to explore options to "avoid foreclosure;" 20
- 09/04/2013 Debtors received a letter from OWB when returning Debtors' m. payment to OWB claiming it was not enough to bring the purported "loan" current;²¹
- 09/27/2013 Debtors received a letter from OWB when returning Debtors' n. payment to OWB claiming it was not enough to bring the purported "loan" current;²²
- 10/16/2013 Debtors received a letter stating the "servicing" of Debtors' 0. purported "loan" was being transferred to respondent OCWEN; 23

¹⁷ See Exhibit "15" incorporated herein by this reference.

¹⁸ See Exhibit "16" incorporated herein by this reference.

¹⁹ See Exhibit "17" incorporated herein by this reference.

²⁰ See Exhibit "18" incorporated herein by this reference.

²¹ See Exhibit "19" incorporated herein by this reference.

²² See Exhibit "20" incorporated herein by this reference.

²³ See Exhibit "21" incorporated herein by this reference.

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- 10/17/2013 Letter from OWB stating interest change and payment would be p. \$1,629;24
- 11/06/2013 QWR sent to OCWEN showing payments current;²⁵ q.
- 11/12/2013 Letter from OCWEN claiming the amount due was \$15,069.47;²⁶ r.
- 11/12/2013 Debtors received a letter from OCWEN claiming the payment sent was not enough "TO CURE DEFAULT" and returned Debtors' payment with the declaration that the communication was from a debt collector attempting to collect a debt:²⁷
- 11/18/2013 Statement from OCWEN claiming amount due was \$16,683.39;²⁸ t.
- 11/21/2013 Debtors received a "REINSTATEMENT QUOTE" debt collection letter u. from OCWEN attempting again to collect the purported debt in an controverted amount, stating the "loan" was past due, also stating a different payment amount, adding late charges, attorney fees, BPO fee and Property Inspection fee. The statement also said the next payment wasn't due until 01/01/14;²⁹
- 11/22/2013 Notices of Default sent; 30 ٧.
- 11/25/2013 Debtors received a letter from OCWEN and returned payment in an w. attempt to collect a debt from Debtors in an amount different than was owed;³¹
- 12/11/2013 Debtors received another debt collection letter from OCWEN x. restating Debtors' "concern[s]" and responding with various inaccurate statements regarding the amounts alleged to be due;³²

²⁴ See Exhibit "22" incorporated herein by this reference.

²⁵ See Exhibit "23" incorporated herein by this reference.

²⁶ See Exhibit "24" incorporated herein by this reference.

²⁷ See Exhibit "25" incorporated herein by this reference.

²⁸ See Exhibit "26" incorporated herein by this reference.

²⁹ See Exhibit "27" incorporated herein by this reference.

³⁰ See Exhibit "28" incorporated herein by this reference.

³¹ See Exhibit "29" incorporated herein by this reference.

³² See Exhibit "30" incorporated herein by this reference.

- y. 12/13/2013 Debtor sent another letter to OCWEN attempting to bring the account current also sending a payment sufficient to pay all arrearages Debtors should have been required to pay;³³
- z. 01/09/2014 Letter from Ocwen rejecting \$9,774.78 payment saying it was not enough but failing to state how much was required;³⁴
- aa. 01/11/2014 Letter from OCWEN claiming amount due was \$12,517.83;35
- ab. 01/14/2014 Letter from OCWEN stating the Plaintiff's \$8,145.65 and \$9,775.78 payments were returned as insufficient, again failing to state how much was allegedly owed; ³⁶
- ac. 01/17/2014 Statement received now stating \$12,311.21 was past due and showing yet completely different monthly payment amounts;³⁷
- ad. 02/05/2014 Plaintiff's payment of \$11,403.91 was paid with a letter stating that it was being sent to bring the account current. Payment shows being received on 01/27/2014 but posted 02/05/2014.³⁸
- 8. DBNTC claims to be the principal and is therefore vicariously liable along with its purported agents OWB and OCWEN. Accordingly, due to OWB and OCWEN's continued attempts to collect purported arrearages and debts satisfied during the Chapter 13 plan, and all the "junk fees" and additional interest and other charges and Respondents' refusal to correct their records or accept payments from Debtors, this Motion has been filed.

CIVIL CONTEMPT VIOLATION OF DISCHARGE INJUNCTION

9. A bankruptcy petition filed under § 301 of the Code imposes the automatic stay pursuant to § 362. All voluntary cases are included in § 301. The automatic stay under § 362 prohibits any entity from taking action "to collect, assess, or recover a claim against the debtor that arose before the commencement of a case." 11 U.S.C. § 362(a)(6). The scope of the automatic stay is extremely broad. ³⁹

³³ See Exhibit "31" incorporated herein by this reference.

³⁴ See Exhibit "32" incorporated herein by this reference.

³⁵ See Exhibit "33" incorporated herein by this reference.

³⁶ See Exhibit "34" incorporated herein by this reference.

³⁷ See Exhibit "35" incorporated herein by this reference.

³⁸ See Exhibit "36" incorporated herein by this reference.

³⁹ *In re Knaus*, 889 F.2d 773, 774 (8th Cir. 1989).

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- 10. By the passage of § 362, Congress intended the automatic stay to stop "all collection efforts, all harassment, and all foreclosure actions" and "prevent creditors from attempting in any way to collect a prepetition debt."40
- 11. Section 362(h) also addresses sanctions for violation of the automatic stay stating an individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages. 11 U.S.C. §362(h)
- 12. A violation of the stay is "willful" where the violator's conduct is deliberate and with knowledge of the bankruptcy filing. 41 In imposing actual damages, the trial court has discretion to fashion the punishment to fit the circumstances. 42
- 13. 11 U.S.C. § 524(a) states, in pertinent part: (a) A discharge in a case under this title (2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived.
- 14. Section 524(a)(2) replaces the automatic stay of § 362 with a permanent injunction against enforcement of all discharged debts after entry of the discharge. 43 Willful violation of the § 524(a)(2) injunction, will warrant a finding of civil contempt. 44
- 15. Respondents were duly notified by the Court of the discharge of Debtors' case. The notification states:

"Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a discharged debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. In a

case involving community property, there are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a

⁴⁰ H.R. 595, 95th Cong., 1st Sess. § 340-42 (1977); In re Grau, 172 B.R. 686, 690 (Bankr. S.D. Fla. 1994).

⁴¹ In re Dencklau, 158 B.R. 796, 800 (Bankr. N.D. Iowa 1993).

⁴² Hubbard v. Fleet Mortg. Co., 810 F.2d 778, 782 (8th Cir. 1987) [citing United States v. United Mine Workers, 330 U.S. 258, 303 (1947)].

⁴³ In re Henry 266 B.R. 457 (Bankr. C.D. Calif. 2001), see also In re Waswick, 212 B.R. 350, 352 (Bankr. D.N.D. 1997).

⁴⁴ *Id.*; Was [*362] wick, 212 B.R. at 352.

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46 See Exhibit "6".

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bankruptcy case. A creditor who violates this order can be required to pay damages and attorney's fees to the debtor. A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the discharged the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged."

- Respondents were notified of their violation of the discharge injunction multiple times by 16. mail. They failed then, and continue to fail now, to comply with the Court Order discharging Debtors' debts and the Court Order deeming the Debtors as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, that the Debtors cured the pre-petition default owed to and have paid all required ongoing monthly post-petition payments that came due during the term of the confirmed plan to purported secured creditor 45 OneWest Bank, FSB. 46
- 17. Accordingly, Respondents were duly notified and well aware the discharge injunction was in place and the purported debt(s) they are trying to collect was discharged, willfully violating the discharge injunction.

DAMAGES

- 18. Courts that find a willful violation of the discharge injunction may award actual, compensatory and punitive damages, as well as legal fees. 47
- 19. The Ninth Circuit has adopted a two-part test to determine whether the willfulness standard has been met: 1) did the alleged offending party know that the discharge injunction applied; and 2) did such party intend the actions that violated the discharge injunction?⁴⁸
- 20. Civil contempt orders serve to compel obedience with a court order and to compensate parties for losses resulting from non-compliance. In this case, the willfulness standard has been met

⁴⁵ Debtors deny OneWest Bank, FSB was or is, a "secured creditor."

⁴⁷ See generally Colliers on Bankruptcy, ¶ 524.02[2][c] (16th ed.) (citing cases across jurisdictions so holding). Also see § 105 of the Bankruptcy Code and Walls v. Wells Fargo Bank, N.A., 276 F.3d 502, 509-10 (9th Cir. 2002). Also see 11 U.S.C. § 105(a) and Workman v. GMAC Mortgage, LLC (In re Workman), 392 B.R. 1890 (Bankr. D.S.C. 2007).

⁴⁸ See, Zilog, Inc. v. Corning (In re Zilog, Inc.), 450 F.3d 996, 1007 (9th Cir. 2006); Hardy v. United States (In re Hardy), 97 F.3d 1384, 1390 (9th Cir. 1996).

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and contempt sanctions to compensate Debtors are in order for willful violation and contempt of the discharge injunction.

Debtors have been damaged by having to incur attorney's fees and costs to pursue this 21. motion; continued damage to their credit rating; slander of title to their Property and extensive emotional distress from the intimidation of Respondents and potential loss of their Property. Accordingly, Debtors respectfully request compensatory; incidental and punitive damages as well as an award of attorney's fees and costs.

CONCLUSION

22. Due to Respondents' egregious and willful violation and contempt of the discharge injunction (which replaced the automatic stay as indicated above), Debtors respectfully request this honorable Court sanction Respondents for their actions as follows: 1) an award of attorney's fees and costs according to proof, for Debtors having to bring this motion; 2) an order forever enjoining Respondents and any of their successors or assigns; agents, servants, employees or other, from any continued or further attempts to collect the discharged purported debts either by sending debt collection statements or any other means or manner of debt collection, specifically including attempts to foreclose on Debtors' Property; and, 3) such actual, compensatory, punitive or other damages the Court deems just and proper.

Dated: February 24, 2014

Attorney for Anthony P. Dicus and

Lilia E. Lopez

Cener H. O

Ronald H. Freshman, Esq., SBN #225136 1 Law Office of Ronald H. Freshman 2 3040 Skycrest Drive Fallbrook, CA 92028 3 Telephone: 858-756-8288 4 Facsimile: 206-424-0744 5 Attorney for Anthony P. Dicus and Lilia E. Dicus 6 7 **UNITED STATES BANKRUPTCY COURT** 8 EASTERN DISTRICT OF CALIFORNIA 9 In re: Case No: 09-35241-B-13 J 10 Chapter: 13 ANTHONY P. DICUS and LILIA E. LOPEZ, 11 DCN: RHF Debtors, 12 Case Filed: 10/17/2009 13 ٧. NOTICE OF HEARING ON DEBTORS' MOTION TO DEUTSCHE BANK NATIONAL TRUST COMPANY, SANCTION RESPONDENTS FOR CONTEMPT FOR 14 AS TRUSTEE OF THE INDYMAC INDX VIOLATION OF THE DISCHARGE INJUNCTION 15 MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-[MOTION, EXHIBITS 1-36 AND DECLARATION OF 16 AR11 UNDER THE POOLING AND SERVICING ANTHONY P. DICUS AND LILIA E. LOPEZ FILED IN 17 AGREEMENT DATED APRIL 1, 2007; SUPPORT THEREOF 18 ONEWEST BANK, FSB d/b/a/INDYMAC [Local Bankr. R., Rule 9014-1 et seg.] MORTGAGE SERVICES, A DIVISION OF 19 ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL Date: April 8, 2014 20 BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.; and Time: 9:32 a.m. 21 OCWEN LOAN SERVICING, LLC, Judge: Hon. Thomas C. Holman Dept: 22 Respondents. 23

NOTICE OF HEARING ON MOTION TO SANCTION RESPONDENTS FOR CONTEMPT FOR VIOLATION OF THE DISCHARGE INJUNCTION

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TO RESPONDENTS AND THEIR ATTORNEYS OF RECORD, you are herewith notified that at 9:32 a.m. on April 8, 2014, in Department B of the above mentioned Court, located at 501 I Street, 6th Floor, Courtroom 32, Sacramento, California, debtors ANTHONY P. DICUS ("Debtor") and LILIA E. LOPEZ (collectively "Debtors") will and hereby move this honorable Court under 11 U.S.C. §§ 105, 350

1	and 524; Federal Rule of Bankruptcy Procedure, Rules 5010 and 9014; and Local Rules 5010-1 and
2	9013-1, for an order to sanction respondents DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
3	TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH
4	CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL
5	1, 2007 ("DBNTC"); ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE SERVICES, A DIVISION OF
6	ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.
7	("OWB")and OCWEN LOAN SERVICING, LLC ("Respondents") for civil contempt for violation of the
8	bankruptcy discharge injunction.
9	Written opposition is not required; however, any written opposition must be filed at least
.0	fourteen (14) days preceding the date or continued date of the hearing. Opposition shall be
.1	accompanied by evidence establishing its factual allegations. Without good cause, no party shall be
.2	heard in opposition to the motion at oral argument if written opposition to the motion has not been
.3	timely filed. Failure of the responding party to timely file written opposition may be deemed a waiver

of any opposition to the granting of the motion or may result in the imposition of sanctions.

Dated: February 24, 2014

Ronald H. Freshman

Rever H. 2

Attorney for Anthony P. Dicus and

Lilia E. Lopez

1 Ronald H. Freshman, Esq., SBN #225136 Law Office of Ronald H. Freshman 2 3040 Skycrest Drive 3 Fallbrook, CA 92028 4

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Attorney for Anthony P. Dicus and Lilia E. Dicus

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA

Case No: 09-35241-B-13 J In re: Chapter: 13 ANTHONY P. DICUS and LILIA E. LOPEZ, DCN: RHF Debtors, Case Filed: 10/17/2009

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DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2007;

ONEWEST BANK, FSB d/b/a/INDYMAC MORTGAGE SERVICES, A DIVISION OF ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.; and

OCWEN LOAN SERVICING, LLC,

Respondents.

DECLARATION OF DEBTORS ANTHONY P. DICUS AND LILIA E. LOPSEZ IN SUPPORT OF DEBTORS' MOTION TO SANCTION RESPONDENTS FOR

CONTEMPT FOR VIOLATION OF THE DISCHARGE

INJUNCTION

[NOTICE OF HEARING, MOTION, AND EXHIBITS 1-36 FILED CONTEMPORANEOUSLY HEREWITH]

Date: April 8, 2014 Time: 9:32 a.m.

Hon. Thomas C. Holman Judge:

Dept: В

DECLARATION OF ANTHONY P. DICUS AND LILIA E. LOPEZ

ANTHONY P. DICUS and LILIA E. LOPEZ, declare that we are the Debtors in the above-entitle case and verify that we have read the foregoing DEBTORS' NOTICE OF HEARING, EXHIBITS 1-36 AND MOTION TO SANCTION RESPONDENTS FOR CONTEMPT FOR VIOLATION OF THE DISCHARGE INJUNCTION and know its contents. We further verify that the matters stated therein are true of our own knowledge, except as to those matters which are stated on information and belief, and as to those matters we believe them to be true.

Currently, Ocwen Loan Servicing, LLC ("OCWEN") claims to be the servicer of the purported "mortgage loan" and is threatening to foreclose by rejecting timely payments as the purported previous servicer IndyMac Mortgage Services, a division of OneWestBank, FSB ("OWB") did, prior to the purported change of servicer. Debtor(s) has/have attempted to contact both OCWEN and OWB to correct their records but they continue(d) their threats; and fraudulent claims that the purported "Loan" is in default even when OWB themselves provided statements showing the payments were current and in the face of the Court Order stating the "Loan" was current as of our bankruptcy. We have been current since until OWB and now OCWEN, started refusing our payments.

OWB has been contacted on numerous occasions attempting to resolve these problems as has OCWEN but both have refused to correct their records and OCWEN continues the threats to foreclose on our Property.

As explained previously in Mr. Dicus' complaint to the OCC, OWB and now OCWEN continues the intimidation and misrepresentation of their own records which at this point can only be construed as intentional.

OWB is started refusing to accept timely mortgage payments claiming the payments were not enough to bring the purported "loan current" which is what OCWEN is now doing.

OCWEN continues to send statements with incorrect figures on them, we continue to complain and attempted to correct their records but they have refused and continue attempting to collect a purported debt that was deemed satisfied during the subject Bankruptcy by Court Order so they have apparently engaged NBS Default Services, LLC to enforce their attempts to foreclose on our property.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief.

Executed on this 25rd day of February, 2014 at Sacramento, California

Anthony P. Dicus

Xilia E. Lopeと

Case Number: 2009-35241₁₄₋₀₂FiledFiledFiled 63014140:40:44 AM Doc # 105

Exhibit "1"

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Case 09-35241 Filed 11/13/09 Doc 34

LAW OFFICES OF AARON C. KOENIG

Aaron C. Koenig SBN 255387 331 J. Street, Ste 200

Sacramento, California 95814

Telephone: 916-443-1009

Attorney for Debtors

NOV 13 2009

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA

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UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO DIVISION

In re: Case No.: 2009-35241-B-13J ANTHONY P. DICUS, MCN: ACK-3 AND LILIA E. LOPEZ, ORDER COMPIRMING 1" AMENDED PLAN Debtors DATE: October 13, 2009 TIME: 9:32 a.m. JUDGE: Hon. Thomas Holman LOCATION: 501 I Street, 6th Floor, Courtroom 33 Sacramento, CA 95814

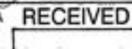
ORDER CONFIRMING 1st AMENDED PLAN

The 1st Amended Chapter 13 Plan of the above-named debtors has been transmitted to all creditors, and it has been determined after notice and opportunity for a hearing that the debtors plan satisfies the requirements of 11 U.S.C. \$1325.

Therefore, IT IS ORDERED that the 1st Amended Plan is confirmed.

IT IS FURTHER ORDERED that:

 The debtor shall immediately notify, in writing, the Clerk of the United States Bankruptcy Court and the trustee of any change in the debtor's address;



NOV - 2 2009

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CAUPORNIA



Case 09-35241 Filed 11/13/09 Doc 34

2.	The	e debt	or shall	immediately	notify	the t	rustee	in	
writing	of a	any te	rmination	n, reduction	of, or	other	change	in	the
employme	ent e	of the	debtor;	and					

- The debtor shall appear in court whenever notified to do so by the court.
- This Order Confirming Plan shall apply to Debtors' 1st
 Amended Chapter 13 Plan filed on August 31st, 2009.
- The debtor shall tender \$1,761 to the Chapter 13 Trustee for a term of 36 months.
- Administrative expenses of \$69.44, described in Section 3.06, 3.07 and 3.08 of Debtor's 1st Amended Chapter 13 Plan shall be paid to the debtor's attorney.

IT IS FURTHER ORDERED that the attorney's fees for the debtor's attorney in the full amount of \$3,500 are approved, \$1,000 of which was paid prior to the filing of the petition.

The balance of \$2,500, provided that the attorney and debtor(s) have executed and filed a Rights and Responsibilities of Chapter 13 Debtors and Their Attorney's, shall be paid by the trustee from plan payments at the rate specified in the Guidelines for Payment of Attorney's Fees in Chapter 13 Cases.

IT IS FURTHER ORDERED that the motion to value the collateral of IndyMac Bank, INC. is granted. The replacement value of the collateral and the secured claim of such creditor is determined to be \$0.00 and the deficiency shall be allowed as a general unsecured, claim provided that a timely proof of claim is filed.

Approved by the Chapter 13 Trustee as to form.

Case No. 2009-35241-B-13J

DATED: NOV 12 2009

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BY THE COURT

Honorable Thomas Holman

United States Bankruptcy Court

Exhibit "2"

Case 09-35241 Doc 50 Page 1 of 2

FILED
August 28, 2012
CLERK, U.S. MARKHIPTOT COUNT
BASTERS DISTRICT OF CALIFORNIA

2

JAN P. JOHNSON
Standing Chapter 13 Trustee
Kristen A, Koo, State Bar #230856
P. O Box 1708
Sacramento, CA 95812-1708
(916) 492-8001
pobox1708@jpjl3trustee.com

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA SACRAMENTO DIVISION

IN RE: CASE NO. 09-35241 B13

CHAPTER 13 DCN: JPJ-1

ANTHONY P DICUS LILIA E LOPEZ

JUDGE THOMAS C. HOLMAN

DEBTORS

NOTICE OF FINAL CURE PAYMENT

Pursuant to Federal Rule of Bankruptcy Procedure 3002.1(f), the Chapter 13 Trustee, JAN P JOHNSON files this Notice of Final Cure Payment. The amount required to cure the default in the claim listed below has been paid in full.

Name of Creditor: ONEWEST BANK FSB

Court Claim #	Account Number	Claim Asserted	Claim Allowed	Amount Paid
5	XXXXXX7204	\$9,798.40	\$9,798.40	\$9,798.40
Total Arr	ount Paid by Trustee			\$9,798.40
Monthly	Ongoing Mortgage Payment			
Monthly Mortgage				

Case 09-35241 Doc 50 Page 2 of 2

Within 21 days of the service of the Notice of Final Cure Payment, the creditor MUST file and serve a Statement as a supplement to the holder's proof of claim on the Debtors, Debtors' Counsel and the Chapter 13 Trustee, pursuant to Fed.R.Bank.P.3002.1(g), indicating 1) whether it agrees that the Debtors have paid in full the amount required to cure the default on the claim; and 2) whether the Debtors are otherwise current on all payments consistent with 11 U.S.C. § 1322(b)(5).

The statement shall itemize the required cure or post-petition amounts, if any, that the holder contends remain unpaid as of the date of the statement. The statement shall be filed as a supplement to the holder's proof of claim and is not subject to Rule 3001(f). Failure to notify may result in sanctions.

Date: August 28, 2012

/s/ Kristen A. Koo

KRISTEN A. KOO, Attorney for Trustee

Exhibit "3"

Response to Notice of Final Cure Payment Supplement Filed 10/01/12 Doc

UNITED STATES BANKRUPTCY COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA **SACRAMENTO DIVISION**

Name of debtor: Anthony P. Dicus

Lilia E. Lopez

aka Lilia E. Dicus

Chapter 13

Trustee: Jan P. Johnson Judge: Thomas C. Holman

Case Number: 09-35241-A-13

RESPONSE TO NOTICE OF FINAL CURE PAYMENT FILED ON: 09/11/2012

Pursuant to Federal Bankruptcy Rule 3002.1(g), the Holder listed below is responding to the Notice of Final Cure Payment filed in the above referenced case.

Name of creditor: U.S. Bank National Association, as

trustee for the LXS 2007-4N As Serviced

by OneWest Bank, FSB

Last four digits of any number you use to identify the debtor's

xxxxxx7204

account:

1. Pre-Petition Arrears - Court claim no. (if known): 5 (Doc	ket Entry #58)
Creditor ⊠ agrees ☐ does not agree that the debtor(s) has paid in full the amo prepetition default to be paid through the Chapter 13 Plan as of the date of the	
If Creditor disagrees: Amount of pre-petition arrears due at filing: Amount received from the Chapter 13 Trustee	
Pre-Petition arrears remaining due:	
9	
2. Post-Petition Amounts	
Creditor \square agrees \boxtimes does not agree that the debtor(s) has paid all post-petition secured creditor as of the date of the Trustee's cure notice.	n amounts due to be paid to the
If Creditor disagrees: Post-petition amounts remaining due:	\$8,780.90
Attached as Schedule of Amounts Outstanding Post-Petition is an itemized accamounts that remain unpaid as of the date of the Cure Notice. The amounts ide reflect amounts that became or may become due after the date of the Cure No have been incurred in the preparation, filing, or prosecution of this statement.	entified on the Schedule do not

Case Sphedule of Amounts Outstanding Doc

This section itemizes the required cure of post-petition amounts, if any, that the holder contends remain unpaid as of the date of this statement but may not, due to timing, reflect all payments sent to Creditor as of the date of the Cure Notice. In addition, the amounts due may include payments reflected in the Trustee's records but which have not yet been received and/or processed by the Creditor.

	Date	Assessed	Amount	Amount
Description	Assessed	Amount	Recovered	Outstanding
Payments	05/01/2012	\$1,629.13	\$993.88	\$635.25
Payments	06/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments	07/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments	08/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments	09/01/2012	\$1,629.13	\$0.00	\$1,629.13
Payments	10/01/2012	\$1,629.13	\$0.00	\$1,629.13

Amount Remaining Due: \$8,780.90

3.	Sid	an	He	re

Print Name: Nickolaus Allan McLemore

Title: Authorized Agent for OneWest Bank, FSB

Company: Brice, Vander Linden & Wernick, PC /s/ Nickolaus Allan McLemore

Signature

Address and telephone number: 10/01/2012

Date

P. O. Box 829009 Dallas, TX 75382-9909

Telephone: (972) 643-6600 Email: NFCinquiries@nbsdefaultservices.com

Case 09-35241 Filed 10/01/12 Doc

CERTIFICATE OF SERVICE OF RESPONSE TO NOTICE OF FINAL CURE

I certify that the foregoing notice has been served electronically on the Debtor's Counsel and the Chapter 13 Trustee and has been mailed to Debtor at the following address on or before October 1, 2012

Debtor *Via U.S. Mail*Anthony P. Dicus
5950 La Castana Way
Sacramento, California 95823

Lilia E. Lopez 5950 La Castana Way Sacramento California 95823

Debtors' Attorney Aaron C. Koenig Attorney At Law 331 J St #200 Sacramento, CA 95814

Chapter 13 Trustee Jan P. Johnson PO Box 1708 Sacramento, California 95812

US Trustee Office of the US Trustee Robert T Matui 501 I Street, Room 7-500 Sacramento, California 95814

Respectfully Submitted,

/s/ Nickolaus Allan McLemore

Exhibit "4"

Case 09-35241 Filed 10/19/12 Doc 69

1 2	THE LAW OFFICES OF AARON C. KO Aaron C. Koenig SBN 255387 331 J. Street, Ste 200	DENIG
3	Sacramento, California 95814 Telephone: 916-443-1009	
4	Attorney For Debtors	
5	UNITED STATE	S BANKRUPTCY COURT
6	EASTERN DIST	RICT OF CALIFORNIA
7	SACRAME	ENTO DIVISION
8	In re:	Case No.: 2009-35241-B-13J
9	ANTHONY P. DICUS	MCN: ACK-7
10	AND LILIA E. LOPEZ,	MOTION TO DEEM CURRENT
11		DATE: December 4, 2012
12		TIME: 9:32 a.m. JUDGE: Hon. Thomas Holman
13		LOCATION: 501 I Street, 6th Floor, Courtroom 32
14		Sacramento, CA 95814
15	MOTION	N TO DEEM CURRENT
16	The Debtors, Anthony P. D	Dicus and Lilia E. Lopez, by and
17	through their attorney, Aaron	C. Koenig, move this Court to
18	grant the Motion to Deem Curre	ent for post-petition amounts.
19	This motion is being filed pur	esuant to FRBP 3002.1
20		
21		napter 13 bankruptcy case on July
22	22, 2009. The debtor's 1 st Ame	
23	November 13, 2009. There were plans filed or confirmed.	e no other amended or modified
24	prantition of confirmed.	
25		

Case 09-35241 Filed 10/19/12 Doc 69

- 2. Pursuant to the confirmed plan, the debtor's classified the holder of their first mortgage as a Class 1 Claim. The monthly contract installment was listed at \$1,148.62. See Exhibit A.
- 3. On October 5, 2009 the holder of the 1st mortgage filed a claim listing the monthly contract installment to be \$1,148.62.

 See Exhibit B.

- 4. The debtor has made every payment required under the Plan and made his last payment on July 25, 2012. On August 1, 2012 the trustee issued a notice of completed plan payments stating that the debtor has made every payment required under the plan. See Exhibit C
- 5. On September 11, 2012, the trustee filed a Notice of Final Cure Mortgage Payment. On October 1, 2012, the holder of the 1st mortgage filed a response to the final cure payment and stated that the debtor was not current on his ongoing monthly mortgage statement and owed \$8,780.90 in post-petition payments. On the creditors response the ongoing monthly mortgage payment is listed at \$1,629.13. See Exhibit D
- 6. Pursuant to FRBP 3002.1(h), on motion by the debtor or the trustee "the Court shall, after notice and hearing" determine whether the debtor has cured the default and paid all required post petition amounts."
- 7. In our case the debtor has satisfied his burden in proving that he has paid all post-petition amounts. First, the Plan and the $1^{\rm st}$ filed claim both state that the ongoing monthly mortgage payment is \$1,148.62. Second, the trustee has issued a notice that all payments that have been required have been made.

Case 09-35241 Filed 10/19/12 Doc 69

Third, the holder of the 1 st deed of trust has not filed any
statement with the court or mailed to the trustee any notice
that the mortgage payment has increased. Pursuant to FRBP
3002.1(b), a creditor is required to file with the court and
serve upon the trustee when there has been any change in the
payment amount no later than 21 days before the payment is due.
In our case, no such document was ever filed with the court and
attached as a document to the original filed claim.

8. Therefore, since the debtor has made all of the required post-petition payments according to the creditors filed claim and no notice was ever given to the trustee or the court regarding a change in the payment amount, the court should deem the debtor current on all post-petition amounts.

WHEREFORE, the Debtor respectfully requests that the Court enter an order that the debtor has paid all post-petition amounts that were required.

Dated: October 18, 2012

THE LAW OFFICES OF AARON C. KOENIG

BY: /s/Aaron C. Koenig
Aaron C. Koenig
Attorney for Debtor

Case 09-35241 Filed 12/10/12 Doc 78 UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA CIVIL MINUTE ORDER

Case Title: Anthony P. Dicus and Lilia E. Case No: 09-35241 - B - 13J

Lopez

Date: 12/4/12 **Time**: 09:32

Matter: [69] – Motion/Application to Deem Current [ACK–7] Filed by Debtor Anthony P.

Dicus, Joint Debtor Lilia E. Lopez (msts)

Judge: Thomas Holman Courtroom Deputy: Sheryl Arnold

Reporter: Diamond Reporters

Department:

APPEARANCES for:

Movant(s): Respondent(s):

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre–petition default owed to and have paid all required ongoing monthly post–petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012

Thomas C. Holman

United States Bankruptcy Judge

Exhibit "5"

Case 09-35241 Filed 11/14/12 Doc 73

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA SACRAMENTO DIVISION

In re: Case No. 09-35241 B13
ANTHONY P DICUS

LILIA E LOPEZ
Debtor(s)

CHAPTER 13 STANDING TRUSTEE'S FINAL REPORT AND ACCOUNT

JAN P. JOHNSON, chapter 13 trustee, submits the following Final Report and Account of the administration of the estate pursuant to 11 U.S.C. § 1302(b)(1). The trustee declares as follows:

- 1) The case was filed on 07/22/2009.
- 2) The plan was confirmed on 11/13/2009.
- 3) The plan was modified by order after confirmation pursuant to 11 U.S.C. \S 1329 on NA .
- 4) The trustee filed action to remedy default by the debtor in performance under the plan on \underline{NA} .
 - 5) The case was completed on 07/20/2012.
 - 6) Number of months from filing to last payment: 36.
 - 7) Number of months case was pending: 40.
 - 8) Total value of assets abandoned by court order: <u>NA</u>.
 - 9) Total value of assets exempted: \$56,782.86.
 - 10) Amount of unsecured claims discharged without payment: \$24,508.68.
 - 11) All checks distributed by the trustee relating to this case have cleared the bank.

Case 09-35241 Filed 11/14/12 Doc 73

Receipts:

Total paid by or on behalf of the debtor \$63,976.00 Less amount refunded to debtor \$580.00

NET RECEIPTS: \$63,396.00

Expenses of Administration:

Attorney's Fees Paid Through the Plan \$2,500.00
Court Costs \$0.00
Trustee Expenses & Compensation \$3,114.57
Other \$0.00

TOTAL EXPENSES OF ADMINISTRATION:

\$5,614.57

Attorney fees paid and disclosed by debtor: \$1,000.00

Scheduled Creditors:						
Creditor		Claim	Claim	Claim	Principal	Int.
Name	Class	Scheduled	Asserted	Allowed	Paid	Paid
ARROW FINANCIAL SERVICES	Unsecured	3,114.00	NA	NA	0.00	0.00
BASS & ASSOCIATES PC	Secured	400.00	400.00	400.00	400.00	27.18
BASS & ASSOCIATES PC	Unsecured	NA	273.10	273.10	123.92	0.00
Capital 1 Bank	Unsecured	2,948.00	NA	NA	0.00	0.00
Capital 1 Bank	Unsecured	1,847.00	NA	NA	0.00	0.00
CITIFINANCIAL SERVICES INC	Unsecured	400.00	NA	NA	0.00	0.00
CREDIT FIRST NA	Unsecured	351.00	351.83	351.83	159.65	0.00
Direct Merchants Bank	Unsecured	4,402.00	NA	NA	0.00	0.00
GMAC	Secured	999.00	532.01	532.01	532.01	25.78
INDYMAC BANK	OTHER	NA	NA	NA	0.00	0.00
INDYMAC INC	Unsecured	0.00	NA	NA	0.00	0.00
LINDA FRISBY	Unsecured	3,200.00	NA	NA	0.00	0.00
ONEWEST BANK	OTHER	NA	NA	NA	0.00	0.00
ONEWEST BANK FSB	Secured	310,550.00	320,349.30	0.00	41,350.32	0.00
ONEWEST BANK FSB	Secured	11,669.54	9,798.40	9,798.40	9,798.40	0.00
ONEWEST BANK FSB	Secured	NA	57.43	57.43	57.43	0.00
PRA RECEIVABLES MANAGEMENT I	Unsecured	5,182.00	5,055.53	5,055.53	2,294.00	0.00
PRA RECEIVABLES MANAGEMENT I	Unsecured	2,122.00	2,170.58	2,170.58	984.92	0.00
RECOVERY MANAGEMENT SYSTEM	Unsecured	645.00	645.22	645.22	292.77	0.00
RESURGENT CAPITAL SERVICES	Unsecured	812.00	819.80	819.80	371.99	0.00
TSYS DEBT MANAGEMENT	Unsecured	3,003.00	3,003.93	3,003.93	1,363.06	0.00
Wash Mutual providian	Unsecured	1,868.00	NA	NA	0.00	0.00

Case 09-35241 Filed 11/14/12 Doc 73

Summary of Disbursements to Creditors:			
	Claim	Principal	Interest
	Allowed	<u>Paid</u>	<u>Paid</u>
Secured Payments:			
Mortgage Ongoing	\$57.43	\$41,407.75	\$0.00
Mortgage Arrearage	\$9,798.40	\$9,798.40	\$0.00
Debt Secured by Vehicle	\$532.01	\$532.01	\$25.78
All Other Secured	\$400.00	\$400.00	\$27.18
TOTAL SECURED:	\$10,787.84	\$52,138.16	\$52.96
Priority Unsecured Payments:			
Domestic Support Arrearage	\$0.00	\$0.00	\$0.00
Domestic Support Ongoing	\$0.00	\$0.00	\$0.00
All Other Priority	\$0.00	\$0.00	\$0.00
TOTAL PRIORITY:	\$0.00	\$0.00	\$0.00
GENERAL UNSECURED PAYMENTS:	\$12,319.99	\$5,590.31	\$0.00

Disbursements:		
Expenses of Administration Disbursements to Creditors	\$5,614.57 \$57,781.43	
TOTAL DISBURSEMENTS :		<u>\$63,396.00</u>

12) The trustee certifies that, pursuant to Federal Rule of Bankruptcy Procedure 5009, the estate has been fully administered, the foregoing summary is true and complete, and all administrative matters for which the trustee is responsible have been completed. The trustee requests a final decree be entered that discharges the trustee and grants such other relief as may be just and proper.

Dated: 11/14/2012 By: /s/ JAN P. JOHNSON
Trustee

STATEMENT: This Unified Form is associated with an open bankruptcy case, therefore, Paperwork Reduction Act exemption 5 C.F.R. § 1320.4(a)(2) applies.

Exhibit "6"

Case 09-35241 Filed 12/10/12 Doc 78 UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA CIVIL MINUTE ORDER

Case Title: Anthony P. Dicus and Lilia E. Case No: 09-35241 - B - 13J

Lopez

Date: 12/4/12 **Time**: 09:32

Matter: [69] – Motion/Application to Deem Current [ACK–7] Filed by Debtor Anthony P.

Dicus, Joint Debtor Lilia E. Lopez (msts)

Judge: Thomas Holman Courtroom Deputy: Sheryl Arnold

Reporter: Diamond Reporters

Department:

APPEARANCES for:

Movant(s): Respondent(s):

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre–petition default owed to and have paid all required ongoing monthly post–petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012

Thomas C. Holman

United States Bankruptcy Judge

Exhibit "7"

Case 09-35241 Filed 01/14/13 Doc 82

FORM L81 Discharge of Debtor After Completion of Chapter 13 Plan (v.1.0)

09-35241 - B - 13J



UNITED STATES BANKRUPTCY COURT Eastern District of California

Robert T Matsui United States Courthouse 501 I Street, Suite 3–200 Sacramento, CA 95814

> (916) 930-4400 www.caeb.uscourts.gov M-F 9:00 AM - 4:00 PM

FILED

1/14/13

CLERK, U.S. BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA

msts

DISCHARGE OF DEBTOR AFTER COMPLETION OF CHAPTER 13 PLAN

Case Number: 09-35241 - B - 13J

Debtor Name(s), Social Security Number(s), and Address(es):

Anthony P. Dicus

Lilia E. Lopez

5950 La Castana Way Sacramento, CA 95823 5950 La Castana Way Sacramento, CA 95823

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

Dated: 1/14/13

For the Court, Wayne Blackwelder, Clerk Case 09-35241 Filed 01/14/13 Doc 82

FORM L81 (Continued)

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 13 CASE

This court order grants a discharge to the person (or persons) named as the debtor (or debtors) after they have completed all payments under the chapter 13 plan. It is not a dismissal of the case.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. In a case involving community property, there are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case. A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 13 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt is provided for by the chapter 13 plan or is disallowed by the court pursuant to section 502 of the Bankruptcy Code.

Debts that are Not Discharged

Some of the common types of debts which are <u>not</u> discharged in a chapter 13 bankruptcy case are:

- a. Domestic support obligations;
- b. Debts for most student loans;
- c. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- d. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- e. Debts for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful
 injury by the debtor that caused personal injury to an individual or the death of an individual (in a case filed on
 or after October 17, 2005);
- f. Debts provided for under section 1322(b)(5) of the Bankruptcy Code and on which the last payment is due after the date on which the final payment under the plan was due;
- g. Debts for certain consumer purchases made after the bankruptcy case was filed if prior approval by the trustee of the debtor's incurring the debt was practicable but was not obtained;
- Debts for most taxes to the extent not paid in full under the plan (in a case filed on or after October 17, 2005);
 and
- i. Some debts which were not properly listed by the debtor (in a case filed on or after October 17, 2005).

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

Exhibit "8"

Case 09-35241 Filed 01/28/13 Doc 84

FORM L51 Final Decree (v.7.06)

09-35241 - B - 13J



UNITED STATES BANKRUPTCY COURT Eastern District of California

Robert T Matsui United States Courthouse 501 I Street, Suite 3–200 Sacramento, CA 95814

> (916) 930-4400 www.caeb.uscourts.gov M-F 9:00 AM - 4:00 PM

FILED

1/28/13

CLERK, U.S. BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA

smis

FINAL DECREE

Case Number: 09-35241 - B - 13J

Debtor Name(s), Social Security Number(s), and Address(es):

Anthony P. Dicus

xxx-xx-8278

Lilia E. Lopez

5950 La Castana Way Sacramento, CA 95823

5950 La Castana Way Sacramento, CA 95823

Trustee: Jan P. Johnson

PO Box 1708

Sacramento, CA 95812

Telephone Number: 916-492-8001

Office of the United States Trustee:

For cases in the Sacramento Division and Modesto Division: 501 I Street, Room 7–500, Sacramento, CA 95814 For cases in the Fresno Division: 2500 Tulare Street, Suite 1401, Fresno, CA 93721

It appearing to the court that the Trustee in the above-entitled case has completed administration of this estate,

IT IS ORDERED that the estate is hereby closed, that the trustee is hereby discharged, and that the trustee's bond is hereby released from further liability, except any liability which may have accrued during the time such bond was in effect for the estate of this case.

Dated: 1/28/13

For the Court, Wayne Blackwelder, Clerk

Exhibit "9"

Law Office

Ronald H. Freshman, Esq.

3040 Skycrest Drive Fallbrook, CA 92028 Office 858-756-8288 Fax 206-424-0744 ronfreshman@gmail.com

Date: June 20, 2013

IndyMac Mortgage Services PO Box 78826 Phoenix, AZ 85062-8826

Via: Certified U.S. Mail #7011 2970 0003 7964 5153

Return Receipt Requested

Re: Anthony P. Dicus

Purported Loan #3002357204

Address: 5950 La Castana Way

Sacramento, CA 95823

QUALIFIED WRITTEN REQUEST; DEBT VALIDATION AND DISPUTE OF DEBT

To Whom it May Concern:

We have been retained to represent the above-referenced client, Anthony P. Dicus regarding the status of the purported account/loan number also referenced above.

Attached is our client's authorization to release financial information.

INTRODUCTION; BRIEF STATEMENT OF FACTS

Our client received a call from you stating his property was going into "foreclosure" due to your claim that he is allegedly four months behind. Mr. Dicus states he has had no notice in writing of any such thing.

Upon a return call to (800) 781-7399, Mr. Dicus spoke with an Operator #014 claiming to be named "Melissa;" who told him \$6,227.77 was allegedly owed on the purported account. Melissa further stated "Once your loan came out of bankruptcy it went into the previous status as before - as delinquent and foreclosure status." She then

attempted to induce our client into considering a loan modification, which appears to have been solicited under false pretenses.

Upon Mr. Dicus telling Melissa that he was current in his payments and he had never been late, Melissa told Mr. Dicus he could contact your "foreclosure attorney's office" at (619) 243-8415 referencing vendor #3002357204. This was not only intimidating but infuriating.

Our client then contacted us to deal with this situation.

QUALIFIED WRITTEN REQUEST

This letter shall be deemed a 12 U.S.C. § 2601, *et seq.*, as amended ("RESPA") qualified written request to which provisions of the Dodd-Frank Act § 1463 also applies.

This request is directly related to the servicing of the purported loan; includes the name and account number, as well as a statement for the reasons Mr. Dicus believes the alleged account is in error. Sufficient detail regarding the other information sought¹ by Mr. Dicus is contained in this request.

To independently validate our client's concerns, please provide the following.

- 1. Fully identify the purported owner the Dicus' loan by name, address and phone number which is defined as the person or entity that purports to be lawfully entitled to the payments due under any promissory note that he allegedly signed when the loan was originated. If the "owner" is a so-called "securitized trust", please identify:
 - (a) the name of the specific trust in which my loan is supposedly "pooled" (and not simply the name of the Trustee);
 - (b) the CUSIP number for the purported trust; and
 - (c) the specific date the purported loan, including the indorsement of the note and assignment of the Deed of Trust, were allegedly sold into said trust along with evidence of the consideration paid therefore.
- 2. Please provide a certified copy of the purported "Note" in its current condition format and size, front and back, showing all indorsements and/or allonges thereto; as of the date of this letter;

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¹ 12 U.S.C. § 2605(e)(1)(B)(ii).

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- 3. Please fully identify the current holder of the Dicus' Deed of trust by name, address and phone number.
- 4. Please identify the principal for whom Mortgage Electronic Registration Systems, Inc., ("MERS") purports to act and provide written proof of the authorization of MERS to act for the original or any other "lender" with respect to the purported Deed of Trust.²
- 5. Please provide the MERS Milestone/Summary Report showing all transfers of servicing and beneficial interest rights.²
- 6. Please confirm or deny whether the Dicus' purported Note was sold separately from the Deed of Trust or vice-versa and identify:
 - (a) each and every party that purchased the purported Note or any interest therein;
 - (b) the date upon which any such purchase(s) took place;
 - (c) the amount of consideration paid for the purported Note along with evidence of payment including any legers, books, cancelled checks or other similar "paper trail" for the actual consideration both paid and received for each and every alleged "transfer;" "indorsement;" or "assignment."
- Please provide a "life of loan" history and a full accounting of each and every payment paid, received and accounted for related to this purported account that includes any and all claimed arrears, delinquencies or additional charges, including but not thereby limited to, escrow charges, fees, rebates, refunds, kickbacks, profits, gains or any other additions or subtractions to the purported account for any reason.
- 10) Please also provide an explanation of how any amount allegedly due was calculated including any dates for adjustments and why so adjusted.
- Please provide any applicable pool, pooling, pooling and servicing, assignment and assumption, deposit, custodial, master purchasing,

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² We know "Indymac Mortgage Services a division of OneWest Bank®" is a service mark of OneWest Bank and OneWest Bank is a MERS member with full access to all the MERS and other documentation requested.

servicing, sub-servicing and/or master-servicing, trust or other agreements related in any way to this purported account or the alleged securitization thereof.

DEBT VALIDATION DEMAND AND DISPUTE OF DEBT

Mr. Dicus herewith disputes the purported "debt" and demands validation of same. Based on the aforementioned irregularities; manner in which he has been treated; and recent events surrounding the foreclosure crisis and allegations of fraudulent foreclosure activity, Mr. Dicus now questions whether you are or have ever been a legitimate "servicer" of his purported "loan" or account, which at this point he is not sure he owes to anyone, let alone Indymac Mortgage Services which from our research is not a separate entity from OneWest Bank but merely a service mark thereof. Accordingly, due to the lack of sufficient evidence supporting your claim of servicing rights, Mr. Dicus requests validation of the purported "debt³" which shall remain disputed absent your providing concrete evidence of both the ownership and any duly authorized and/or properly and legally assigned and adequately documented servicing rights thereto as well as an existing and legal security instrument thereto.

A cursory review of the recorded documents casts doubt on the legitimacy of your servicing or any other authority regarding this purported "debt" or whether the purported "debt" exists at all. Therefore pursuant to the current Homeowner Bill of Rights and associated Civil Code, our client requests irrefutable proof of your servicing authority, including but not thereby limited to, validation of the purported "debt;" proof of your authority to record or cause to be recorded any documents related to this property; any assignments of deeds of trust; substitutions of trustee(s); copies of the purported "deed of trust" and note which is to include any indorsements or allonges thereto and any corporate resolutions and/or power(s) of attorney authorizing any signatories utilized in executing any documents.

You are herewith notified that any further correspondence shall be through this office and in writing. Our client is not to be directly contacted by telephone or in any other manner.

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This request is not merely for you to provide the purported "evidence of the debt" in the form of the "Note;" the ownership of which is disputed, but a complete and un-broken chain of indorsements and accounting.

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Dodd-Frank and the Consumer Protection Act have changed the timelines for qualified written request responses that not only requires acknowledgement within 5 days but also a substantive response within 30 days which we look forward to receiving at your earliest possible convenience.

Time is of the essence in this matter.

Sincerely,

Ronald H. Freshman, Esq. Attorney for Anthony P. Dicus

Rever H. 2

Wednesday, June 19, 2013

Anthony Dicus 5950 La Castana Way Sacramento, Ca 95823

Ronald H. Freshman, Esq. 3040 Skycrest Drive Fallbrook, Ca 92028

To Whom It May Concern:

This letter is to inform you that I give permission to Ronald H.

Freshman, Esq. to represent & speak for me with any and all transactions dealing with INDYMAC BANK (loan #3002357204) in reference to my home (5950 La Castana Way Sacramento, Ca 95823).

Sincerely,

Anthony Dicus

916-395-2326

Exhibit "10"

IndyMac Mortgage Services, a stream of the West Services and the Services of t

July 1, 2013

Law Office of Ronald H. Freshman, Esq. 3040 Skycrest Drive Fallbrook, CA 92028

RE:

Mr. Anthony Dicus Loan Number 3002357204

Dear Mr. Freshman:

This letter is in response to correspondence dated June 20, 2013, regarding the above referenced home loan. Although your correspondence is presented as a qualified written request (QWR) it does not constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).

Please understand this correspondence is being sent to you as you are representing our customer. Going forward no phone calls will be made to our customer unless a written request is received advising us to remove the cease and desist.

A QWR is written correspondence to the loan servicer stating specific a customer believes the servicing of his/her account is in error. It must also include sufficient detail to allow the servicer the opportunity to fully investigate the matter to determine if errors were made in connection with the servicing of the account. Your correspondence fails to state that you believe there are specific errors in the servicing of the account sufficient to allow IndyMac Mortgage Services, a division of OneWest Bank, FS8 the ability to investigate further. If you have a specific loan servicing issue, such as a payment application or disbursement issue, please send all inquiries to the address below with a detailed explanation as to why you believe the account is in error.

IndyMac Mortgage Services, a division of OneWest Bank, FSB Attention: Research Department 6900 Beatrice Drive Kalamazoo, MI 49009

A QWR is not a vehicle for obtaining information regarding the lender's general business practices, including but not limited to its operations, systems of record, servicing by a prior servicing company or business relationships. With respect to those of your inquiries which go beyond the scope of a legitimate QWR, IndyMac Mortgage Services respectfully declines to provide the information requested.

In compliance with the Fair Debt Collection Practices Act (FDCPA), enclosed is a copy of the promissory note. A 24-month transaction history and bankruptcy payment reconciliation are included that accurately report the application of all payments we received during that period. If you dispute the pay history, please provide us details in support of any dispute, including but not limited to the dates of any transaction in dispute, amounts in dispute, copies of cancelled checks, receipts, bank statements, etc. You may request a life of loan payment history by completing the attached form and submitting it and the required fee to the address shown on the form.

As reflected in the transaction history enclosed Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013, together with the subsequent installments and late charges and other amount due under the note and deed of trust.

Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which your client's mortgage was pooled. Their phone number is 1,303,515,8131 and their address is

10350 Park Meadows Dr. Fl 3 Littleton, CO 80124. Your loan is pooled in the mortgage backed security identified as LXS 2007-6 4/30/07.

The servicing agreement between One/West Bank, FSB and Nation Star Mortgage identifies Indy/Mac Mortgage Services, a division of One/West Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default, (c) processing loan modification requests, and (d) responding to borrowers' inquiries. Please direct all of your correspondence to Indy/Mac Mortgage Services.

Your letter included a request for copies of certain documents that pertain to this loan. The copies you requested can be costly, so as a courtesy we are writing to encourage you to check your client's records to determine if your client has retained the documents provided when the loan closed. Limiting the number of document copies you actually need from IndyMac Mortgage Services will be less expensive and may save time.

Please research your client's records and complete the enclosed order form once you have identified the document copies you still require from IndyMac Mortgage Services. Once your form is complete, please submit a check in the total amount due along with the request form to IndyMac Mortgage Services, a division of OneWest Bank, FSB, Attention: RESPA Department, 6900 Beatrice Drive Kalamazoo, MI 49009. Upon receiving your request and payment, we will provide the desired documents to you within 30 business days of our receipt of the order form. If we do not receive the order form and payment within 30 business days, we will close this request.

We have conducted an investigation of the account and have determined:

- No corrections have been made to the account as we are of the opinion the account has been serviced in compliance with the terms of the documents signed at closing.
- Should you require any further assistance regarding the account, you may contact our Customer Service Department at 1.800.781.7399 or in writing at the following address 6900 Beatrice Drive Kalamazoo. Mt 49009.
- To the extent we are obligated either contractually or under any applicable statute or regulation to furnish the requested information to you, such information has been provided. We respectfully decline to provide any other information you may have requested, as such information may be privileged, confidential or otherwise not subject to disclosure.

If you have questions regarding our workout programs, please call IndyMac Mortgage Services at 1.800.781.7399 or you may access our website at www.indymacmortgageservices.com.

Please be assured all options were considered in every effort to assist you with this matter. In the event you require further assistance please call 1.800.781.7399 Monday through Friday, from 8.00 a.m. until 9.00 p.m. Eastern Time.

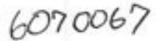
Respectfully.

IndyMac Mortgage Services a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Loan Number: 2006-10-11-00636

MIN: 1001752-0000309573-7



ADJUSTABLE RATE NOTE

(MTA - Twelve Month Average Index - Psyment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

October 26, 2006 (Dex) CAMPBELL. (City) CALIFORNIA (Speci

5950 LA CASTANA WAY SACRAMENTO, CA 95823

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$280,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed (115.0001) of the Principal amount I originally borrowed. This is called the "Maximum Limit." The Lender is MILA. Inc., OBA Mortgage Investment Lending Associates, Inc., A Washington Corporation

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST RATE, INTEREST RATE CHANGE DATE AND INDEX

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid, I will pay interest at a yearly rate of 1,500%. The interest rate I will pay may change in accordance with Section 2 of this Note. The interest rate required by Section 2 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The Interest rate I will pay may change on the first day of December, 2006, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Change Date, my Interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

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(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Dute, the Note Holder will calculate my new interest rate by adding THREE AND 800/1000 percentage points (2.800%) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new Interest Rate until the next Interest Rate Change Date. My interest will never be greater than 9.950%. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month on the first day of the month, beginning on December 01, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may own under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 01, 2036. I still own amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 10334

Van Nuys. CA 91410-0334

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my Initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$993.95 unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of December, 2007 and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount the Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sefficient to cover the amount of the interest due then negative amortization will occur. I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any encrow payments Lander may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the Interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Manurity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each mouth that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

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(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to 115,000 percent of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full, on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the fifth (5°) Payment Change Date and on each succeeding fifth (5°) Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first linerest Rate Change Date, Lender may provide me with up to these (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) Interest Only Payment: the amount that would pay the interest portion of the monthly payment at the current Interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) Fully Amortized Payment: the amount secessary to pay the loss off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) 15 Year Amortized Payment: the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

NOTE: These Payment Options are only applicable if they are greater than the Minimum Payment.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

If this box is checked, I have selected a loan which has a prepayment penalty. Therefore this section of the Note entitled Borrower's Right to Prepay is hereby amended by the Prepayment Addendum to Note attached hereto and made a part hereof and defines the terms of the prepayment penalty.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reductions due to my partial Prepayment may be offset by an interest mre increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may shoose to make this refund by reducing the Principal I own under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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DDS-PMI

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any mouthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(II) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of the Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Walver by Note Holder

Even if, at a time I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay is full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount ownd. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person, who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor.
"Presentment" means the right to require the Note Holder to demand payment of amounts due.
"Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Truss, or Security Deed (the "Security Instrument"), dated the name date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferrer as if a new loan were being made to the transferrer; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HANDIS) AND SEAL	s) OF THE UNDERSIGNED.	
Tuttum Y. Hilles	(Seal)	(Sesi)
SAITHONY P OFCUS	Anner	Automo
	(Seal)	(Scal)
	Воломе	-Borown
		[Sign Original Only]

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PAY TO THE ORDER OF IndYMac Barris F.S.B.
WITHOUT RECOURSE
TRISHOWNESS
ASST. LOAN COORDINATION MANAGER
MILA, INC.
DIA Airthog Investment Lending Association, Inc.
A WASHINGTON CORPORATION

Pay To The Order Of

Without Recourse IndyMac Bank, F.S.B.

Brian Brouilland First Vice President

PREPAYMENT ADDENDUM TO NOTE

Loas Number: 2006-10-11-00636

Loan Amount: \$288,000.00

Property:

5950 LA CASTANA WAY

SACRAMENTO, CA 95823

This Propayment Addendum to Note ("Addendum") is made this 25th day of October, 2006, and is incorporated into and amends and supplements the Note dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall prevail over and will supersede any inconsistent provisions of the Note.

The section of the Note entitled BORROWER'S RIGHT TO PREPAY is amended to read in its entirety as follows:

BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will sell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reductions due to my partial Prepayment may be offset by an interest rate increase.

If within (3) Three years from the date of execution of the Security Instrument I make a full Prepayment or, in certain cases a partial Prepayment, I will at the same time pay to the Nose Holder a Prepayment charge. The Prepayment charge will be equal to six (6) months advance interest on the amount of any Prepayment that, when added to all other amounts prepaid during the twelve (12) month period immediately preceding the date of the Prepayment, exceed twenty percent (20%) of the original principal amount of the Note. In no event will such a charge be made if it violates state or federal law.

NOTICE TO BORROWER(S)

DO NOT SIGN THIS ADDENDUM BEFORE YOU READ IT.

THIS ADDENDUM PROVIDES FOR THE PAYMENT OF A FEE IF YOU REPAY THE LOAN BEFORE
THE SCHEDULED MATURITY DATE SPECIFIED IN THE NOTE.

MITHURY & LOWER	(Seal)	(Seal
	(Seaf)	(Seal
	(Sesl)	(Seal
	(Seal)	(Seal

ARM - Propayment Addendaris DDS-PMM MELA 4012 (00/06)

CUSTOMER ACCOUNT ACTIVITY STATEMENT

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REQ BY 631

ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO

CA 95823

THE POLLOWING IS THE PAYMENT HISTORY YOU REQUESTED. SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS HISTORY, PLEASE CALL THE CUSTOMER SERVICE DEPARTMENT AT THE ABOVE REFERENCED TELEPHONE NUMBER. THANK YOU.

*************	2357204			
DATE TO PAYMENT PA DUE AM	TAL PRINCIPAL YMENT & INTERES OUNT PAYMENT 629.13 1,629.1	ACCOUNT INFORMATIO LOAN T INTEREST RATE	CURRENT PRINCIPAL BALANCE	ESCROM BALANCE
03-01-13 1, 2ND MORTGAGE:	629.13 1,629.1	3 4.00000 0.00 0.00000	299,425.11	0,00
PROCESS DUE DATE DATE	ACTIVITY FOR PERIO TRANSACTION CODE	D 01/01/11 - 06/21 TRANSACTION DESCRIPTION	9/13	EFFECTIVE DATE OF TRANSACTION
TRANSACTION P	RIN. PAID/ BALANCE INTEREST	ESCROW PAID/	INT CODE/DE	ER SCRIPTION
06-17-13 03-13	150 TATE CUADOR A	CCDCCMDMA		
0.00	0.00 0.00	0.00 83	.46-1 LATE	CHARGE
06-11-13 00-00	0.00 0.00 633 MISC. F/C AND 0.00 0.00 493 ARM LOAN ADJU	B/R EXPENSES		
05-28-13 03-13	493 ARM LOAN ADJU	STMENT		
05-28-13 02-13	173 PAYMENT	NEW PRIN & INT	PAYMENT:	05-24-13
				COLON DATASSES
05-23-13 00-00	9,425.11 710 ATTORNEY ADVA 0.00 0.00 745 COMP ADVANCE	NCE REPAYMENT	KTM-TEMPLES	CRUM BRUNNUES
0.00	0.00 0.00	0.00 150	0.00-	
11.00	0.00 0.00	0.00		
05-23-13 00-00	745 CORP. ADVANCE 0.00 0.00 745 CORP. ADVANCE 0.00 0.00	ADJUSTMENT		
V3 K3 K3 V4 VV	THE COURT I PROTECTION	PROPERTY SPECIAL PROPERTY IN		
05-23-13 00-00	0.00 0.00 745 CORP. ADVANCE	ADJUSTMENT		
66.00	0.00 0.00 745 CORP. ADVANCE	0.00		
625.00	0.00 0.00	0.00		
02-33-T3 00-00	745 CORP. ADVANCE 0.00 0.00	WITH CONTINUES I		

CUSTOMER ACCOUNT ACTIVITY STATEMENT

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PROCESS DUE DATE	ACTIVITY I	POR PERIOD	01/01/11 TRANSACT DESCRIP	- 06/29/13 TION TION		EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAIN BALANCE	AMOUNT	CODE/DES	R CRIPTION
05-23-13 00-0 1,070.00 05-23-13 00-0	745 CORP	ADVANCE	ADJUSTMENT			
05-23-13 00-0	0.00 CORP	ADVANCE 0.00	ADJUSTMENT			
AE-53-53 AA-A	DAE COORD	BUTHERSHOP	B.D. TERROTHERS			
05-23-13 00-0 05-23-13 00-0 11.00-	745 CORP.	ADVANCE 0.00	ADJUSTMENT			
150.00- 05-23-13 00-0 741.84- 05-23-13 00-0 66.00- 05-23-13 00-0	0.00 745 CORP.	ADVANCE 0.00	ADJUSTMENT 0.00			
05-23-13 00-0	0 745 CORP	ADVANCE 0.00	ADJUSTMENT 0.00			
05-23-13 00-0	0 745 CORP	ADVANCE 0.00	ADJUSTMENT 0.00			
05-23-13 00-0 585.00-	0.00 T45 CORP	ADVANCE 0.00	ADJUSTMENT 0.00			
1,070.00-	0.00	ADVANCE 0.00	ADJUSTMENT 0.00			
05-23-13 00-0 66.00-	0.745 CORP	ADVANCE 0.00	ADJUSTMENT 0.00			
05-23-13 00-0 44.00-	0.00	0.00	ADJUSTMENT 0.00			
05-23-13 00-0 05-23-13 00-0 585.00- 05-23-13 00-0 1,070.00- 05-23-13 00-0 66.00- 05-23-13 00-0 44.00- 05-06-13 00-0 04-29-13 02-1	0.00	0.00	B/R EXPENSI	SS		
04-29-13 02-1 NEW INTERE	ST RATE: 0.0	14000	NEW PRIN	& INT PAY	MENT	1,629,13
NEW INTERE 04-29-13 01-1 1,629.13	626.86	1,002.27	0.00	NEW DOTN	CTPAL/REC	ROW BALANCES
04 - 03 - 13 01 - 1;	3 493 AUG I	JOAN ADJUS	STMENT			
04-03-13 12-1	ST RATE: U.G	14000	NEW PRIN			03-30-13
1,629.13	624.78 300,680.92	1,004.35	0.00	NEW PRIN	CIPAL/ESC	ROW BALANCES

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PROCESS DUE TRANSACTION TRANSACTION DESCRIPTION TRANSACTION PRIN. PAID/ ESCROW PAID/	EFFECTIVE DATE OF TRANSACTION
TRANSACTION PRIN. PAID/ ESCROW PAID/OTH AMOUNT BALANCE INTEREST BALANCE AMOUNT CODE/DE	ER
145 46	
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 03-04-13 11-12 173 PAYMENT	1,629.13
03-04-13 12-12 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 03-04-13 11-12 173 PAYMENT 1,629-13 622.70 1,006.43 0.00 NEW PRINCIPAL/ES 03-04-13 00-00 633 MISC. F/C AND B/R EXPENSES 11.00 0.00 0.00 0.00 02-19-13 00-00 633 MISC. F/C AND B/R EXPENSES 11.00 0.00 0.00 0.00 01-23-13 11-12 493 ARM LOAN ADJUSTMENT	
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 01-23-13 10-12 173 PAYMENT 1,629.13 620.63 1,008.50 0.00 NEW PRINCIPAL/ES 01-03-13 00-00 633 MISC. F/C AND B/R EXPENSES 11.00 0.00 0.00 0.00 12-26-12 10-12 493 ARM LOAN ADJUSTMENT	1,629.13
301,928.40 NEW PRINCIPAL/ES 01-03-13 00-00 633 MISC, F/C AND B/R EXPENSES 11.00 0.00 0.00	CROW BALANCES
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 12-26-12 09-12 173 PAYMENT 1,629.13 618.57 1,010.56 0.00 302,549.03 NEW PRINCIPAL/ES 12-04-12 09-12 493 ARM LOAN ADJUSTMENT NEW INTERPRET PAYER.	1,629.13
302,549.03 NEW PRINCIPAL/ES	CROW BALANCES
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 12-04-12 08-12 173 PAYMENT	1,629.13
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 12-04-12 08-12 173 PAYMENT 1,629.13 616.52 1,012.61 0.00 NEW PRINCIPAL/ES 303,167.60 NEW PRINCIPAL/ES 12-03-12 00-00 633 MISC. F/C AND B/R EXPENSES 11.00 0.00 0.00 11-19-12 00-00 630 ATTORNEY ADVANCES 250.00 0.00 0.00 11-01-12 08-12 493 ARM LOAN ADJUSTMENT	CROW BALANCES
NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT:	1,629.13

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PROCESS DUE TRANSACTION CODE TRANSACTION PRIN. PAID/ BALANCE INTEREST	01/01/11 - 06/29/13 TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
TRANSACTION PRIN. PAID/ AMOUNT BALANCE INTEREST	ESCROW PAID/OTF BALANCE AMOUNT CODE/DE	OER SCRIPTION
11-01-12 07-12 173 PAYMENT 1.629 13 614 47 1.014.66	0.00	10-27-12
11-01-12 07-12 173 PAYMENT 1,629.13 614.47 1,014.66 303.784.12 10-22-12 00-00 633 MISC. P/C AND 1 11.00 0.00 0.00 10-01-12 07-12 493 ARM LOAN ADJUST	TO A STATE OF THE	
NEW INTEREST RATE: 0.04000 10-01-12 06-12 173 PAYMENT 1,629.13 612.43 1,016.70 304,398.59 09-26-12 00-00 633 MISC. F/C AND 1 11.00 0.00 0.00	NEW PRIN & INT PAYMENT:	1,629.13
1,629.13 612.43 1,016.70 304,398.59	0.00 NEW PRINCIPAL/ES	CROW BALANCES
09-26-12 00-00 633 MISC. F/C AND 1	B/R EXPENSES	
09-07-12 00-00 633 MISC. F/C AND 1	B/R EXPENSES	
08-23-12 00-00 633 MISC. F/C AND 1	B/R EXPENSES 0.00	
08-16-12 06-12 493 ARM LOAN ADJUST NEW INTEREST RATE: 0.04000	TMENT NEW PRIN & INT PAYMENT:	1,629.13
09-07-12 00-00 633 MISC. F/C AND 1 145.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 1,629.13- NEW PRINCIPAL/ES	CROW BALANCES
08-15-12 05-12 173 PAYMENT 1,629.13 0.00 0.00	0.00 1,629.13	
08-15-12 05-12 493 ARM LOAN ADJUST NEW INTEREST RATE: 0.04000 08-15-12 04-12 173 PAYMENT 1,148.62 608.36 1,020.77 305.621.41 07-24-12 00-00 633 MISC. F/C AND I	TMENT NEW PRIN & INT PAYMENT:	1,629.13
1,148.62 608.36 1,020.77	0.00 480.51- NEW PRINCIPAL/ES	CROW BALANCES
07-24-12 00-00 633 MISC. F/C AND I	B/R EXPENSES	
11.00 0.00 0.00 0.00 0.00 0.7-13-12 04-12 493 ARM LOAN ADJUST NEW INTEREST RATE: 0.04000 07-13-12 03-12 173 PAYMENT 1,148.62 606.34 1,022.79 306.229.77 06-22-12 03-12 173 PAYMENT 1,148.62 0.00 0.00	TMENT NEW PRIN & INT PAYMENT:	1,629,13
1,148.62 606.34 1,022.79 306,229.77	0.00 480.51- NEW PRINCIPAL/ES	CROW BALANCES
06-22-12 03-12 173 PAYMENT 1,148.62 0.00 0.00	0.00 1,148.62	06-08-12

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PROCESS DATE	DUE	ACTIVITY FOR PERIOD TRANSACTION CODE PRIN. PAID/ BALANCE INTEREST	0 01/01/11 - 06/2 TRANSACTION DESCRIPTION	19/13	EFFECTIVE DATE OF TRANSACTION
TRANSA:	CTION :	RIN. PAID/ BALANCE INTEREST	ESCROW PAID/ BALANCE AMO	OUNT CODE/DE	ER
05-25-12	00-00	0.00 0.00 633 MISC. F/C AND 0.00 0.00	B/R EXPENSES 0.00 B/R EXPENSES 0.00		
NEW :	DZ-12	RATE: 0.04000 173 PAYMENT 604.33 1.024.80 06.836.11 633 MISC. P/C AND	NEW PRIN & INT	PAYMENT:	1,629.13
1,14	30	604.33 1,024.80 6,836.11	0.00 48 MEW	PRINCIPAL/ES	CROW BALANCES
	22 12	407 304 1044 3070	0.00		
NEW :	INTEREST	493 ARM LOAN ADJUS RATE: 0.04000 173 PAYMENT 602.32 1,026.81 07,440.44 633 MISC. F/C AND	NEW PRIN & INT	PAYMENT:	1,629.13
1,14	8.62	602.32 1,026.81	0.00 48 NEW	0.51- PRINCIPAL/ES	CROW BALANCES
03-28-12	00-00	633 MISC. F/C AND 0.00 0.00	B/R EXPENSES 0.00	Trial Land	
03-13-12 NEW:	01-12 INTEREST 12-11	633 MISC. F/C AND 0.00 0.00 493 ARM LOAN ADJUS RATE: 0.04000 173 PAYMENT 600.32 1,028.81 18,042.76 633 MISC. F/C AND 0.00 0.00 633 MISC. F/C AND 0.00 0.00 173 PAYMENT 0.00 0.00	NEW PRIN & INT	PAYMENT:	1,629.13
1,14	30	600.32 1,028.81 8,042.76	0.00 48 NEW	0.51- PRINCIPAL/ES	CROW BALANCES
03-13-12	5.00	0.00 0.00	B/R EXPENSES 0.00		
03-02-12	1.00	0.00 0.00 173 PAYMENT 0.00 0.00	0.00		02-08-12
01-25-12	00-00	632 STATUTORY EXPE	ONSER	8.62	02-08-12
01-24-12	00-00	0.00 0.00 633 MISC, F/C AND 0.00 0.00	B/R EXPENSES		
01+13-12	00-00	632 STATUTORY EXPR	CNOCK-St		
01-13-12	00-00	630 ATTORNEY ADVAN	CES		
-	2.00	0.00 0.00	0.00		

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PROCESS DATE	DUE DATE	ACTIVITY FOR PERIO TRANSACTION CODE	D 01/01/11 - 06/29/13 TRANSACTION DESCRIPTION	EPFECTIVE DATE OF TRANSACTIONOTHER
TRANSA AMOU	CTION E	RIN. PAID/ BALANCE INTEREST	ESCROW PAID/	CODE/DESCRIPTION
01-11-12 NEW 01-11-12	12-11 INTEREST 11-11	493 ARM LOAN ADJU RATE: 0.04000 173 PAYMENT	SIMENT NEW PRIN & INT PAYM	NNT: 1,629.13 01-09-12
12-28-11	00-00 1.00	8,643.08 633 MISC, F/C AND	B/R EXPENSES	ENT: 1,629.13 01-09-12 TPAL/ESCROW BALANCES
12-09-11 NEW 12-09-11	11-11 INTEREST 10-11	0.00 0.00 493 ARM LOAN ADJU RATE: 0.04000 173 PAYMENT	STMENT NEW PRIN & INT PAYM	ENT: 1,327,36 12-08-11
1,14	10-11	296.57 1,030.79 18,940.64 168 REPAY OF ESCR	0.00 178.74- NEM PRINC OW ADVANCE 1531.00- 1,531.00	ENT: 1,327.36 12-08-11 IPAL/ESCROW BALANCES
11-29-11	1.00	163 HAZARD INSURA 0.00 0.00	NCE REFUND DEPOSIT	TPAL/ESCROW BALANCES
11-25-11	00-00 1.00 10-11	633 MISC. F/C AND 0.00 0.00 493 ARM LOAN ADJU	B/R EXPENSES	
11-10-11 1,14	09-11 8.62	173 PAYMENT 295.58 1,031.78	0.00 178.74-	ENT: 1,327.36 11-07-11
10-24-11	00-00	633 MISC. F/C AND	B/R EXPENSES 0.00	ENT: 1,327.36 11-07-11 IPAL/ESCROW BALANCES
NEW 10-12-11	INTEREST 08-11	RATE: 0.04000 173 PAYMENT 262 44 1 064 92	NEW PRIN & INT PAYM	ENT: 1,327,36 10-07-11
09-30-11	00-00 1.00	9,532.79 633 MISC. F/C AND 0.00 0.00	B/R EXPENSES 0.00	ENT: 1,327,36 10-07-11 IPAL/ESCROW BALANCES
				ENT: 1,327.36 09-09-11 IPAL/ESCROW BALANCES
1,14	30	9,795.23 1,065.82	0.00 178.74- NEW PRINC	IPAL/ESCROW BALANCES

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PROCESS DUE TO	CTIVITY FOR PERIOD BANSACTION CODE	TRANSACTION DESCRIPTION	06/29/13 DN ON	EFFECTIVE DATE OF TRANSACTION
TRANSACTION PRI AMOUNT BA	N. PAID/ LANCE INTEREST	SCROW PAID/ BALANCE	AMOUNT CODE/DE	ER
08-26-11 07-11 1	61 ESCROW ADVANCE 0.00 0.00 51 HAZARD INSURANC 0.00 0.00	1531.00 E DISBURSEMS 1531.00-		
08-23-11 00-00 6	0.00 F/C AND B	/R EXPENSES		
08-10-11 07-11 1 150.00 08-10-11 07-11 1	0.00 0.00	0.00		08-08-11
122.10	73 PAYMENT 0.00 0.00 93 ARM LOAN ADJUST	W-WW	199.70	
NEW INTEREST R	ATE: 0.04125	NEW PRIN &	INT PAYMENT:	1,327.36
1,148.62	ATE: 0.04125 73 PAYMONT 260.64 1,066.72 056.77 93 ARM LOAN ADJUST	0.00	178.74- NEW PRINCIPAL/ES	CROW BALANCES
NEW THIRWDRY &	AIE: 0.04125	MEM BETH #	THE BATHWALL	1,327.36
0,00 310	73 PAYMENT 259.75 1,067.61 317.41 33 MISC, F/C AND B	0.00	1,327.36-1 NEW PRINCIPAL/ES	
07-27-11 00-00 6	0.00 F/C AND B	/R EXPENSES 0.00	The second secon	
07-18-11 05-11 1	73 PAYMENT 0.00	0.00	1,148.62	07-08-11
07-18-11 05-11 1 449.39	73 PAYMENT 0.00 0.00 33 MISC. F/C AND B	0.00	449.39	
06-27-11 00-00 6	33 MISC. F/C AND B	VK EXPENSES		
05-20-11 05-11 4 NEW INTEREST R	ATE: 0.04125	NEW PRIN &	INT PAYMENT:	1,327.36
1,148.62 310,	93 ARM LOAN ADJUST ATE: 0.04125 73 PAYMENT 258.86 1,068.50 577.16	0.00	178.74- NEW PRINCIPAL/ES	CROW BALANCES

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PROCESS DUE TRANSACTION TRANSACTION EFFECTIVE DATE DATE CODE TRANSACTION DESCRIPTION OF TRANSACTION DESCRIPTION OF TRANSACTION PRIN. PAID/ TRANSACTION PRIN. PAID/ ESCROW PAID/	E DATE ACTION
TRANSACTION PRIN. PAID/ ESCROW PAID/ OTHER-OTHER	
06-20-11 04-11 173 PAYMENT 452.31 0.00 0.00 0.00 452.31 05-10-11 04-11 173 PAYMENT	
448.45 0.00 0.00 0.00 448.45 05-10-11 04-11 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,327.3	
NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,327.3	
	6
1,148.62 257.97 1,069.39 0.00 178.74- 310,836.02 NEW PRINCIPAL/ESCROW BALAY	NCES
04-14-11 03-11 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,327.3	6
0.00 257.09 1,070.27 0.00 1,327.36-1 311,093.99 NEW PRINCIPAL/ESCROW BALAY	NCES
04-11-11 02-11 173 PAYMENT 898.09 0.00 0.00 0.00 898.09	
04-11-11 02-11 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,327.34 04-11-11 01-11 173 PAYMENT 04 1,148.62 256.21 1,071.15 0.00 178.74- 311,351.08 NEW PRINCIPAL/ESCROW BALAM 03-11-11 01-11 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,327.34 03-11-11 12-10 173 PAYMENT 1,148.62 255.33 1,072.03 0.00 178.74- 311,607.29 NEW PRINCIPAL/ESCROW BALAM	6-08-11
1,148.62 256.21 1,071.15 0.00 178.74- 311,351.08 NEW PRINCIPAL/ESCROW BALAN	NCES
03-11-11 01-11 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,327,30	6
1,148.62 255.33 1,072.03 0.00 178.74- 311.607.29 NEW PRINCIPAL/ESCROW BALAI	NCES
145.00 0.00 0.00 0.00	
02-10-11 12-10 173 PAYMENT 449.76 0.00 0.00 0.00 449.76 02-10-11 12-10 493 ARM LOAN ADJUSTMENT	
02-10-11 12-10 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,327.30 02-10-11 11-10 173 PAYMENT 1,148.62 162.17 1,072.59 0.00 86.14- 311,862.62 NEW PRINCIPAL/ESCROW BALAY 01-13-11 11-10 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,234.70	07-11
1,148.62 162.17 1,072.59 0.00 86.14- 311,862.62 NEW PRINCIPAL/ESCROW BALAY	SCES
01-13-11 11-10 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04125 NEW PRIN & INT PAYMENT: 1,234.70	6

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LOAN	NUMBER	: 3	0023	5720	4

PROCESS DUE TRANSACTION TRANSACTION DATE DATE CODE DESCRIP	TION EFFECTIVE DATE
TRANSACTION PRIN. PAID/ ESCROW PAI AMOUNT BALANCE INTEREST BALANCE	AMOUNT CODE/DESCRIPTION
01-13-11 10-10 173 PAYMENT 0.00 161.62 1,073.14 0.00 312,024.79 01-12-11 10-10 173 PAYMENT	1,234.76-1 NEW PRINCIPAL/ESCROW BALANCES
449.97 0.00 0.00 0.00 01-12-11 10-10 493 ARM LOAN ADJUSTMENT	449.97
NEW INTEREST RATE: 0.04125 NEW PRIN	% INT PAYMENT: 1,234.76 01-07-11
1,148.62 161.07 1,073.69 0.00 312,186.41	86.14- NEW PRINCIPAL/ESCROW BALANCES

LOAN NUMBER: BANKRUPTCY PAYMENT RECONCILIATION PAGE 1

COME	FORT	Pat	AMOUNT	FROM:	MINIE	FAL.	7904	ERCHON	10146	ESPECIE	Inness	DESTOR	THEAT THE	PO&T	PM	40	ALC:
0.8	DUR	Total	Mode	-		-	BILARY	-	PMT	MACHE	BALANCE	-	EAPENE	PRESIDEN	PERMO	FEER FAD	SERORPTO
127/2006	anges.		1000	2.30	(0.0740)		SCHOOL SECTION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF TH		Hmc/4	(10)	795.85	ma					
Opt. 48	August	Debras	\$1,448.00	3414.83		DECIMAL STREET	SHOPSH		PUMBE.	8801.36	TOMORE	\$361.00					
245.49	Sep. 68	Overtor		4404.44	81,888,10	DEC-MARKET	\$317.608.25		E1748-83		\$1,000,00						
740-00	04148	Debter	\$5,148,62	4174.07	PUBLIS	DECAMBLE.	\$211,600,38		81,148.62		\$1,063.89						
March	Heredt	Debter	\$1,746.63	4313.86	BC46130	DECARDS.	EFECTS III		POWER		A CHRONIC						
Apr.48	Dec-24	Debtor	\$1,266.00		\$5,788,03	DESPREAD	\$150,086.60		61,798.64	80.40	\$1,146.00	\$67.60					
Mayelli	(8+1)	Deber	DC348.83		3539E11	DECMARKS	\$510,016.14		ROMEST		\$1,546.00						
Arcti	Petr 14	Owther		4314.07	ECROR	DEC-MARKET	\$100 KH	_	BUSINESS.	-	1040.0		-	_			
-		Trustes	9173.46	-	-	N.H.	\$10,000,01	_	Hill	9607.06	\$1,117		E0.4	_			
1444		Thetes		4197.44	E-394.94	DELOGRAPH.	HOUSE.		BUGGETS.	40808	5568,71	-8118.34	-8800.00		BELAL		
Avg 61	Ber 19	Oekter	\$1,148.63	1.4155.55	FURNIE.	385,98,68	\$10000A	-	SCHOOL ST	*****	848.75	_	No.	_		_	_
		Trustee	E00.9	-		100	\$110,077,08 \$170,077,08		-0.0	100 M	12000		\$5,000.00 \$1,000.00	_	_	_	_
-		- Settler		ALTERNATION OF THE PARTY OF THE	- errore			_	10,000	\$1,564.35			\$1,504.05		_		
Day 10	Apr. 11	Debter	30,184.63		ESPER-	35/2585-	EFFE SHEET			1170070	14/28/9		27.00	_	_	_	_
5448	_	Trustee	_	10.0	80 Mar 18 80 FE 31	P. SALES	THURSDAY		PCSEA	41,807,94	翻	A165.78	ALCOHOL:	_	_		_
300.08		- Trustee	\$100.00	424.66	600000	10.00	BULL TO SE	_	10.00	\$360.60	+-E54-	-	E100.00	_	_	_	_
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Case 14-02127 Filed 03/01/14 Doc 1

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BANKRUPTCY PAYMENT RECONCILIATION PAGE: 1

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IndyMac Mortgage Services. * draw of the Park Park

Home Loan Servicing . F.O. Soc 6045 . Kalamasso, MI MICC 4555

July 03, 2013

Law Office of Ronald H. Freshman, Esq. 3040 Skycrest Drive Pallbrook, CA 92028

Subject: Mortgage Loan Number 3002357204

Dear Ronald H. Freshman, Esq. :

Thank you for writing IndyMac Mortgage Services, a division of OneNest Bank", FSB regarding your mortgage loan.

IndyMac Mortgage Services received your letter requesting additional information regarding your loan and is in the process of evaluating your request to determine whether your letter is considered a RESPA - Qualified Written Request (RESPA - QMR) under the Real Estate Settlement Procedures Act (RESPA). If your letter does constitute a RESPA - QWR, IndyMac Mortgage Services is required to provide an acknowledgement letter within 20 business days of receipt of your letter and is also required to have the issue(s) raised in your letter addressed or resolved by the 60th business day of receipt of your letter.

Please be advised this letter shall serve as that acknowledgement for receipt of your letter. IndyMac Mortgage Services reserves its right to conclude and inform you that your letter may not constitute a RESPA - QWR but will, in any event, provide a response to your letter when required under applicable laws.

If you need further assistance, please contact Customer Service Direct at (800) 781-7399. Representatives are available Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time.

Respectfully,

Customer Service IndyMac Mortgage Services, a division of OneWest Bank, * PSB

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

RS777 018 26H

Exhibit "11"

Home Loan Serving + P.S. Bio 6905 + Halamano, NY 6990-4045

July 10, 2013

Anthony P Dicus 5950 LA Castana Way Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount subsitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST FAY TO BRING YOUR LOAN CURRENT:

8 8227,11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "Indymac Mortgage Services" and mail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank PO Box 4045 Kalamaroo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a NJD-approved housing counselor for counseling services. For a NJD-approved counselor, visit; http://www.hud.gov/offices/hsg/sfh/hcc/fc, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMac Mortgage Services, a division of OneMest Bank, FSB has a number
of programs designed to help borrowers who are struggling to make their
sortgage payment. We are committed to understanding your situation and
working with you in an effort to determine if you are eligible for
homeowner preservation options. Information on our programs is
available on our website at www.indymacmortgageservices.com, We look
forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. Nowever, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.







Exhibit "12"

Law Office Ronald H. Freshman, Esq.

3040 Skycrest Drive Fallbrook, CA 92028 Office 858-756-8288 Fax 206-424-0744 ronfreshman@gmail.com

Date: July 11, 2013

IndyMac Mortgage Services, a division of OneWest Bank, FSB Attention: Research Department 6900 Beatrice Drive Kalamazoo, MI 49009

Via: U.S. Mail - Certificate of Mailing

Re: Anthony P. Dicus

Purported Loan #3002357204

Correspondence received; dated July 1, 2013

Address: 5950 La Castana Way

Sacramento, CA 95823

RE: QUALIFIED WRITTEN REQUEST; DEBT VALIDATION AND DISPUTE OF DEBT

To Whom It May Concern:

This letter is in response to the letter we received from you dated July 1, 2013 claiming our Qualified Written Request did not "constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA)." Nothing, along with much of what you provided, could be further from the truth.

More than sufficient details were provided for you to investigate the errors identified, such that you provided your own payment history. Ironically your own payment history repudiated your typical standard, non-compliant form letter which contained false statements regarding Mr. Dicus' purported account, claiming he is in default when he is not.

Your letter claims to have provided "[a] 24-month transaction history and bankruptcy payment reconciliation" which was further alleged to "accurately report the application of all payments we received during that period."

We are specifically addressing the false and conflicting statements in your letter needing your immediate attention, to wit:

p.1 ¶ 6 alleges "Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013 together with the subsequent installments and late charges and other amount due under the note and deed of trust." Your own CUSTOMER ACCOUNT ACTIVITY STATEMENT ("CAS") Dated 07/01/13 shows the March, April, May and June payments being entered on 03-04-13; 04-03; 04-29-13 and 05-28-13 respectively, each payment in the amount of \$1,629.13. Your Bankruptcy Payment Reconciliation sheet (p.3) also confirms payments being made on 3/4/2013 and 4/3/2013 and shows a \$0.00 balance. Mr. Dicus also pulled his own online "Loan Activity" report which also confirms payments were paid and the account is current.

The last paragraph on p.1 of your letter states "Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which [our] client's [purported] mortgage was pooled." You further proffer that the MBS is identified as "LXS 2007-6 4/30/07". The forensic investigator Mr. Dicus hired and our own in-house investigation, as well as information from Mortgage Electronic Registration Systems, Inc. ("MERS"), provides information contrary to what you claim. There is no "pool" you identify that exists either on the Security and Exchange Commission or Edgar websites. MERS claims the "investor" is U.S. Bank as Trustee and our the forensic examiner has identified the trust to purportedly be Lehman XS Trust, Series 2007-4N with Aurora Loan Services, LLC as the Master Servicer (not Nation Star Mortgage.) Your very own previous letter dated December 3, 2009 confirms this².

You further state that "[t]he servicing agreement between OneWest Bank, FSB and Nation Star Mortgage identifies IndyMac Mortgage Services, a division of OneWest

_

¹ Enclosed.

Case 14-02127 Filed 03/01/14 Doc 1

Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default; (c) processing loan modification requests; and (d) responding to borrowers' inquires." From your own correspondence then, it appears you are not authorized to do any of these things with regard to Mr. Dicus' purported "loan".

Mr. Dicus is NOT IN DEFAULT; payments were paid on time and the purported "investor" is not as you claim. Please clarify your conflicting statements and correct these errors.

Also, please rectify your accounting; remove any late payment fees; confirm in writing the mistakes you have made; and correct any corresponding credit reporting information provided to all three repositories or we shall be forced to file suit to have the court clear up these issues.

Time is of the essence in this matter.

Sincerely,

Ronald H. Freshman, Esq. Attorney for Anthony P. Dicus

Plener H. 2

Enclosures CC: OCC

² Enclosed.

³ Your letter p.2 first paragraph.

IndyMac Mortgage Services, a sound of commentariant rise

July 1, 2013

Law Office of Ronald H. Freshman, Esq. 3040 Skycrest Drive Fallbrook, CA 92028

RE:

Mr. Anthony Dicus Loan Number 3002357204

Dear Mr. Freshman

This letter is in response to correspondence dated June 20, 2013, regarding the above referenced home loan. Although your correspondence is presented as a qualified written request (QWR) it does not constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).

Please understand this correspondence is being sent to you as you are representing our customer. Going forward no phone calls will be made to our customer unless a written request is received advising us to remove the cease and desist.

A QWR is written correspondence to the loan servicer stating specific a customer believes the servicing of his/her account is in error. It must also include sufficient detail to allow the servicer the opportunity to fully investigate the matter to determine if errors were made in connection with the servicing of the account. Your correspondence fails to state that you believe there are specific errors in the servicing of the account sufficient to allow IndyMac Mortgage Services, a division of OnelWest Bank, FSB the ability to investigate further. If you have a specific loan servicing issue, such as a payment application or disbursement issue, please send all inquiries to the address below with a detailed explanation as to why you believe the account is in error.

IndyMac Mortgage Services, a division of OneWest Bank, FSB Attention: Research Department 6900 Beatrice Drive Kalamazoo, MI 49009

A QWR is not a vehicle for obtaining information regarding the lender's general business practices, including but not limited to its operations, systems of record, servicing by a prior servicing company or business relationships. With respect to those of your inquiries which go beyond the scope of a legitimate QWR, IndyMac Mortgage Services respectfully declines to provide the information requested.

In compliance with the Fair Debt Collection Practices Act (FDCPA), enclosed is a copy of the promissory note. A 24-month transaction history and bankruptcy payment reconciliation are included that accurately report the application of all payments we received during that period. If you dispute the pay history, please provide us details in support of any dispute, including but not limited to the dates of any transaction in dispute, amounts in dispute, copies of cancelled checks, receipts, bank statements, etc. You may request a life of loan payment history by completing the attached form and submitting it and the required fee to the address shown on the form.

As reflected in the transaction history enclosed Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013, together with the subsequent installments and late charges and other amount due under the note and deed of trust.

Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which your client's mortgage was pooled. Their phone number is 1.303.515.8131 and their address is 10350 Park Meadows Dr. Fl 3 Littleton, CO 80124. Your loan is pooled in the mortgage backed security identified as LXS 2007-6 4/30/07.

The servicing agreement between OneWest Bank, FSB and Nation Star Mortgage Identifies IndyMac Mortgage Services, a division of OneWest Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to. (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default, (c) processing loan modification requests, and (d) responding to borrowers' inquiries. Please direct all of your correspondence to IndyMac Mortgage Services.

Your letter included a request for copies of certain documents that pertain to this loan. The copies you requested can be costly, so as a courtesy we are writing to encourage you to check your client's records to determine if your client has retained the documents provided when the loan closed. Limiting the number of document copies you actually need from indyMac Mortgage Services will be less expensive and may save time.

Please research your client's records and complete the enclosed order form once you have identified the document copies you still require from IndyMac Mortgage Services. Once your form is complete, please submit a check in the total amount due along with the request form to IndyMac Mortgage Services, a division of OneWest Bank, FSB, Attention: RESPA Department, 6900 Beatrice Drive Kalamazoo, MI 49009. Upon receiving your request and payment, we will provide the desired documents to you within 30 business days of our receipt of the order form. If we do not receive the order form and payment within 30 business days, we will close this request.

We have conducted an investigation of the account and have determined.

- No corrections have been made to the account as we are of the opinion the account has seen serviced in compliance with the terms of the documents signed at closing.
- Should you require any further assistance regarding the account, you may contact our Customer Service Department at 1,800,781,7399 or in writing at the following address 6900 Beatrice Drive Kalamazoo, Mi 49009.
- To the extent we are obligated either contractually or under any applicable statute or regulation to furnish the requested information to you, such information has been provided. We respectfully decline to provide any other information you may have requested, as such information may be privileged, confidential or otherwise not subject to disclosure.

If you have questions regarding our workout programs, please call IndyMac Mortgage Services at 1.800.781.7399 or you may access our website at www.indymacmortgageservices.com.

Please be assured all options were considered in every effort to assist you with this matter. In the event you require further assistance please call 1.800.781.7399 Monday through Friday, from 8.00 a.m. until 9.00 p.m. Eastern Time.

Respectfully.

IndyMac Mortgage Services a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ONE WEST BANK, FSB HOME LOAN SERVICING P.O. BOX 4045 KALAMAZOO, MICHIGAN 49003-4045 1-800-781-7399

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13 PAGE

REQ BY 631

ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO

CA 95823

THE POLLOWING IS THE PAYMENT HISTORY YOU REQUESTED. SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS HISTORY, PLEASE CALL THE CUSTOMER SERVICE DEPARTMENT AT THE ABOVE REFERENCED TELEPHONE NUMBER. THANK YOU.

LOAN NUMBER: 3002357204 CURRENT ACCOUNT INFORMATION
DATE TOTAL PRINCIPAL LOAN CURRENT PAYMENT PAYMENT & INTEREST INTEREST PRINCIPAL ESCROW DUE AMOUNT PAYMENT RATE BALANCE BALANCE 03-01-13 1,629.13 1,629.13 4.00000 299,425.11 0.00 2ND MORTGAGE: 0.00 0.00000 0.00
2ND MORTGAGE: 0.00 0.00000 0.00
PROCESS DUE TRANSACTION TRANSACTION DESCRIPTION OP TRANSACTION OP TRANSACTION
TRANSACTION PRIN. PAID/ ESCROW PAID/OTHER
06-17-13 03-13 152 LATE CHARGE ASSESSMENT 0.00 0.00 0.00 81.46-1 LATE CHARGE 06-11-13 00-00 633 MISC. F/C AND B/R EXPENSES 11.00 0.00 0.00 05-28-13 03-13 493 ARM LOAN ADJUSTMENT NEW INTERPEST PATE: 0.04000 NEW PRIN & INT PAYMENT- 1.629.13
05-28-13 03-13 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 1,629.13 05-28-13 02-13 173 PAYMENT 1,629.13 628.95 1,000.18 0.00 299,425.11 NEW PRINCIPAL/ESCROW BALANCES
1,629.13 628.95 1,000.18 0.00 NEW PRINCIPAL/ESCROW BALANCES
299,425.11 NEW PRINCIPAL/ESCROW BALANCES 05-23-13 00-00 710 ATTORNEY ADVANCE REPAYMENT 0.00 0.00 0.00 150.00- 05-23-13 00-00 745 CORP. ADVANCE ADJUSTMENT 11.00 0.00 0.00 0.00
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ONE WEST BANK, FSB HOME LOAN SERVICING P.O. BOX 4045 KALAMAZOO, MICHIGAN 49003-4045 1-800-781-7399

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13 PAGE 2

REQ BY 631

ANTHONY P DICUS LOAN NUMBER: 3002357204

PROCESS DUE DATE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	01/01/11 - 06/2 TRANSACTION DESCRIPTION	9/13	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE INTEREST	BALANCE AMO	UNT CODE/DE	ER SCRIPTION
05-23-13 00-00	745 CORP. ADVANCE 0.00 0.00	ADJUSTMENT 0.00		
66.00	745 CORP. ADVANCE 0.00 0.00	0.00		
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05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
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05-23-13 00-00	745 CORP. ADVANCE			
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
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05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
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	00,680.92	0.00 NEW	PRINCIPAL/ES	CROW BALANCES

ONE WEST BANK, FSB HOME LOAN SERVICING P.O. BOX 4045 KALAMAZOO, MICHIGAN 49003-4045 1-800-781-7399

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13 PAGE 3

REQ BY 631

ANTHONY P DICUS LOAN NUMBER: 3002357204

PROCESS DUE DATE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	D 01/01/11 - 06/29/13 TRANSACTION DESCRIPTION ESCROW PAID/	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE INTEREST	BALANCE AMOUNT CODE/	THER
04-02-13 00-00 11.00 03-07-13 00-00	633 MISC. F/C AND 0.00 0.00 633 MISC. F/C AND	B/R EXPENSES 0.00 B/R EXPENSES	
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11-19-12 00-00 250.00 11-01-12 08-12	630 ATTORNEY ADVAN	O.OO	
NEW INTERES	T RATE: 0.04000	NEW PRIN & INT PAYMENT:	1,629.13

LOAD NUMBER	BANKBUPTCY PAYMENT RECONCEJATION	PAGE 3

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Law Office

Ronald H. Freshman, Esq.

3040 Skycrest Drive Fallbrook, CA 92028 Office 858-756-8288 Fax 206-424-0744 ronfreshman@gmail.com

Date: June 20, 2013

IndyMac Mortgage Services PO Box 78826 Phoenix, AZ 85062-8826

Via: Certified U.S. Mail #7011 2970 0003 7964 5153

Return Receipt Requested

Re: Anthony P. Dicus

Purported Loan #3002357204

Address: 5950 La Castana Way

Sacramento, CA 95823

QUALIFIED WRITTEN REQUEST; DEBT VALIDATION AND DISPUTE OF DEBT

To whom it may concern:

We have been retained to represent the above-referenced client, Anthony P. Dicus regarding the status of the purported account/loan number also referenced above.

Attached is our client's authorization to release financial information.

INTRODUCTION; BRIEF STATEMENT OF FACTS

Our client received a call from you stating his property was going into "foreclosure" due to your claim that he is allegedly four months behind. Mr. Dicus states he has had no notice in writing of any such thing.

Upon a return call to (800) 781-7399, Mr. Dicus spoke with an Operator #014 claiming to be named "Melissa;" who told him \$6,227.77 was allegedly owed on the purported account. Melissa further stated "Once your loan came out of bankruptcy it went into the previous status as before - as delinquent and foreclosure status." She then

attempted to induce our client into considering a loan modification, which appears to have been solicited under false pretenses.

Upon Mr. Dicus telling Melissa that he was current in his payments and he had never been late, Melissa told Mr. Dicus he could contact your "foreclosure attorney's office" at (619) 243-8415 referencing vendor #3002357204. This was not only intimidating but infuriating.

Our client then contacted us to deal with this situation.

QUALIFIED WRITTEN REQUEST

This letter shall be deemed a 12 U.S.C. § 2601, *et seq.*, as amended ("RESPA") qualified written request to which provisions of the Dodd-Frank Act § 1463 also applies.

This request is directly related to the servicing of the purported loan; includes the name and account number, as well as a statement for the reasons Mr. Dicus believes the alleged account is in error. Sufficient detail regarding the other information sought¹ by Mr. Dicus is contained in this request.

To independently validate our client's concerns, please provide the following.

- 1. Fully identify the purported owner the Dicus' loan by name, address and phone number which is defined as the person or entity that purports to be lawfully entitled to the payments due under any promissory note that he allegedly signed when the loan was originated. If the "owner" is a so-called "securitized trust", please identify:
 - (a) the name of the specific trust in which my loan is supposedly "pooled" (and not simply the name of the Trustee);
 - (b) the CUSIP number for the purported trust; and
 - (c) the specific date the purported loan, including the indorsement of the note and assignment of the Deed of Trust, were allegedly sold into said trust along with evidence of the consideration paid therefore.
- 2. Please provide a certified copy of the purported "Note" in its current condition format and size, front and back, showing all indorsements and/or allonges thereto; as of the date of this letter;

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¹ 12 U.S.C. § 2605(e)(1)(B)(ii).

Case 14-02127 Filed 03/01/14 Doc 1

- 3. Please fully identify the current holder of the Dicus' Deed of trust by name, address and phone number.
- 4. Please identify the principal for whom Mortgage Electronic Registration Systems, Inc., ("MERS") purports to act and provide written proof of the authorization of MERS to act for the original or any other "lender" with respect to the purported Deed of Trust.²
- 5. Please provide the MERS Milestone/Summary Report showing all transfers of servicing and beneficial interest rights.²
- 6. Please confirm or deny whether the Dicus' purported Note was sold separately from the Deed of Trust or vice-versa and identify:
 - (a) each and every party that purchased the purported Note or any interest therein;
 - (b) the date upon which any such purchase(s) took place;
 - (c) the amount of consideration paid for the purported Note along with evidence of payment including any legers, books, cancelled checks or other similar "paper trail" for the actual consideration both paid and received for each and every alleged "transfer;" "indorsement;" or "assignment."
- Please provide a "life of loan" history and a full accounting of each and every payment paid, received and accounted for related to this purported account that includes any and all claimed arrears, delinquencies or additional charges, including but not thereby limited to, escrow charges, fees, rebates, refunds, kickbacks, profits, gains or any other additions or subtractions to the purported account for any reason.
- 10) Please also provide an explanation of how any amount allegedly due was calculated including any dates for adjustments and why so adjusted.
- Please provide any applicable pool, pooling, pooling and servicing, assignment and assumption, deposit, custodial, master purchasing,

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² We know "Indymac Mortgage Services a division of OneWest Bank®" is a service mark of OneWest Bank and OneWest Bank is a MERS member with full access to all the MERS and other documentation requested.

servicing, sub-servicing and/or master-servicing, trust or other agreements related in any way to this purported account or the alleged securitization thereof.

DEBT VALIDATION DEMAND AND DISPUTE OF DEBT

Mr. Dicus herewith disputes the purported "debt" and demands validation of same. Based on the aforementioned irregularities; manner in which he has been treated; and recent events surrounding the foreclosure crisis and allegations of fraudulent foreclosure activity, Mr. Dicus now questions whether you are or have ever been a legitimate "servicer" of his purported "loan" or account, which at this point he is not sure he owes to anyone, let alone Indymac Mortgage Services which from our research is not a separate entity from OneWest Bank but merely a service mark thereof. Accordingly, due to the lack of sufficient evidence supporting your claim of servicing rights, Mr. Dicus requests validation of the purported "debt³" which shall remain disputed absent your providing concrete evidence of both the ownership and any duly authorized and/or properly and legally assigned and adequately documented servicing rights thereto as well as an existing and legal security instrument thereto.

A cursory review of the recorded documents casts doubt on the legitimacy of your servicing or any other authority regarding this purported "debt" or whether the purported "debt" exists at all. Therefore pursuant to the current Homeowner Bill of Rights and associated Civil Code, our client requests irrefutable proof of your servicing authority, including but not thereby limited to, validation of the purported "debt;" proof of your authority to record or cause to be recorded any documents related to this property; any assignments of deeds of trust; substitutions of trustee(s); copies of the purported "deed of trust" and note which is to include any indorsements or allonges thereto and any corporate resolutions and/or power(s) of attorney authorizing any signatories utilized in executing any documents.

You are herewith notified that any further correspondence shall be through this office and in writing. Our client is not to be directly contacted by telephone or in any other manner.

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This request is not merely for you to provide the purported "evidence of the debt" in the form of the "Note;" the ownership of which is disputed, but a complete and un-broken chain of indorsements and accounting.

Case 14-02127 Filed 03/01/14 Doc 1

Dodd-Frank and the Consumer Protection Act have changed the timelines for qualified written request responses that not only requires acknowledgement within 5 days but also a substantive response within 30 days which we look forward to receiving at your earliest possible convenience.

Time is of the essence in this matter.

Sincerely,

Ronald H. Freshman, Esq. Attorney for Anthony P. Dicus

Rever H. 2

Wednesday, June 19, 2013

Anthony Dicus 5950 La Castana Way Sacramento, Ca 95823

Ronald H. Freshman, Esq. 3040 Skycrest Drive Falibrook, Ca 92028

To Whom It May Concern:

This letter is to inform you that I give permission to Ronald H.

Freshman, Esq. to represent & speak for me with any and all

transactions dealing with INDYMAC BANK (Joan #3002357204) in

reference to my home (5950 La Castana Way Sacramento, Ca 95823).

Sincerely,

Anthony Dicus

916-395-2326

Loan Activity

Loan Number: 3002357204

Property Address: 5950 LA CASTANA WAY

SACRAMENTO, CA 95823-0000

Borrower Name: ANTHONY P DICUS

Balances:

Principal balance: \$299,425.11

Escrow balance: \$0.00 Unpaid late charges: \$81.46

Disclosure: The transactions displayed within the payment history reflect funds that you have paid and do not necessarily represent funds that are due.

Applied Date	Due Date	Description	Amount Paid		Escrow Advance Balance	Principal Balance
06/17/2013	03/01/2013	LATE CHARGE ASSESSED	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	03/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	02/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$299,425.11
04/29/2013	02/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,054.06
04/29/2013	01/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,054.06
04/03/2013	01/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,680.92
04/03/2013	12/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,680.92
03/04/2013	12/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,305.70
03/04/2013	11/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,305.70
01/23/2013	11/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,928.40
01/23/2013	10/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,928.40
12/26/2012	10/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$302,549.03
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12/04/2012	09/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,167.60
12/04/2012	08/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,167.60
11/01/2012	08/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,784.12
11/01/2012	07/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,784.12
10/01/2012	07/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$304,398.59
10/01/2012	06/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$304,398.59

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This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



Payment Activity

The terms of the Bill Payments and Transfers Agreement apply to these payments.

Includes online payments for the past 13 months

Hide search

10 Payment(s) found for Mortgage (7204)			×	Clear Search Results		
Send On	Deliver By 🐷	Status	Payee	Amount		
06/28/2013	07/08/2013	Sent	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
05/20/2013	05/28/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
04/22/2013	04/29/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
03/25/2013	04/01/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
02/25/2013	03/04/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
01/17/2013	01/25/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
12/14/2012	12/21/2012	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
11/26/2012	12/03/2012	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13		
10/23/2012	10/30/2012	Paid	Mortgage IndyMac Bank Mor tgage Services .7204	\$1,629.13		
09/24/2012	10/01/2012	Paid	Mortgage IndyMac Bank Mor tgage Services .7204	\$1,629.13		

Don't see your payment? Send us an email.

JPMorgan Chase Bank, N.A. Member FDIC Equal Opportunity Lender

IndyMac Mortgage Services, a division of DneWest Rank, FS8 #80 feature Drive • Kalanusco McJobs

December 3, 2009.

Account Number: 3002357204

Dear Anthony Dicus.

IndyMac Mortgage Services, a division of OneWest Bank FSB, is currently servicing your loan on behalf of securitization trust LXS 2007-4N, AURORA LOAN SERVICES, LLC, as Trustee Master Services and is sending you this important notice as required by federal law.

As of the date of this letter, you owe a balance of \$325,617.93.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be different from the amount above. Please also note that this is not a payoff statement. A payoff statement might include other charges or additional third party costs that may be necessary. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we may inform you before processing your check. For a more detailed reinstatement figure or for payoff quote information, please call toff free 1.877.908 HELP (4357).

Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within thirty days after your neceipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of any such judgment, and we will mail to you a copy of such verification or judgment. If you request the name and address of the original creditor, then upon your written request within thirty days after the receipt of this notice we will provide you with the name and address of the original creditor.

If you dispute the debt in writing or if you request poor of the debt or the name and address of the original creditor within the thirty day time period that begins upon receipt of this notice, the law requires us to stop our collection efforts (through litigation or otherwise) to collect the debt until we stall the requested information to you.

If you wish to dispute the validity of the debt or obtain the name and address of the original creditor you must make such request in writing and send it to:

IndyMac Mortgage Services Attn: Correspondence Research P.O. Bes 4045 Kalamazeo, MI 49003-4045

If you have questions or need further information, please contact Customer Service toll-free at 1,877,908.HELP (4357), Monday-Friday, 8 a.m. to 9 p.m. (Eastern Time).

Sincerely,

IndyMac Mortgage Services, A division of OneWest Bank, FSB



Primary Phone Number: (916) 395-2326 Secondary Phone Number: (916) 395-2326

Property Address: 5000 LA CASTANA WAY, SACRAMENTO, CA 60003

> #BWNDXCT #6684027532005061#

իզդիկնեսյիրնդգրենկերիկիովը հուլին

ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO CA 95823-5621

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Eschole Batanoe Umaggiled Funds Funds Advanced by BMS (1,2) Principal Flad YTD Interest Flad YTD	8515.21 8145.00 83,123.62 89,621.79
Property Taxes Paid YTD Hazard Insurance Paid YTD	\$.00 \$.00

For statement questions, please call Customer Service at 1.800.781.7399

07/01/13 Payment Options Principal and/or interest Estrow	Minimum (4) 81,429.13 8 00	THE WALLES) If tr. Smithed(C)	Your Account is nov 4 Payments Past Due
Optional Products(2) Other(2)	8 .00				Additional Information
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Unpaid Late Charges Returned Payment Fees Other Unpaid Charges(2)	801.46 8.00 5.00				2 ferring that earliers over
Funds Advanced by MIS (1.2) Total Amount Due	8145.00 80,372.31				5 Feynant calculation notices Late Charge fee
After 07/16/13 please pay: (3)	\$8,413.37		a Last Stylement		
Date Transaction	Istal I	Principal Deferre	d Interest ₍₀₎ h	nterest force	or Face.Miss.

INAUTOR HERBARY

ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY! To find out more, see the back of this statement.

- pA) Minimum PAI Payment This is the minimum amount that must be part. As the interest rate may charge morethy, this "minimum" payment amount may not be enough to pay at of the minimum memors due, if this occurs, the impact element is then added to your loan tacknown.
- (B) interest Cody Payment Payment applied only is interest due for excell. No funds are included to reduce the lister's principal between Payment option is only available if the interest strip amount due is at least as much as the relevant payment amount due.
- (C) Fully or 15-Year Amortized Payment Toporcepul and interest disk it is palculated using the surrent interest (determined by adding index plus margin) and the balance over the remaining term of the loan.
- (0) Principal/Deferred Interest Positive amounts or this section mean the test before her decreased. Regalive amounts in this section mean the monthly interest due was not settleful with the last payment resulting in an impressed

This company is a dobt collector and any education obtained will be used for that purpose. However, if you have filed a hardespicy petition and there is either ar "inturatic stay" in effect in your bankriptoy case, or your dold hot been discharged paramet to the bankriptoy look of the United States, this commerciantion is intended solely for inhomotional purposes.

Payments can be made us our telephone Speedgay service of 1.806.781.7299. Dr. you may initiate one time payments on line at our withite, wind information agrees rises cars. There may be a charge for althor of these pervious.

Payments by U.S. Mail

Indultha: Mortgage Services PO. Rev 19626 Phoenix, AZ 85062-8625.

Payments by Diversight Service:

Indylfac Mortgage Services 0500 Sestrice Drive Eulenano, Mi 45005 If making or invertigiting your payment, please remember the following

- ✓ Write your SI-digit lean number on your check
- ✓ Make your chack payable to buly Mac Mortgage Services.
- Z Allow at least 5 business slape for payment to be received &. processed

Authorization to Commit. Your Check to An Electronic Funds Debit

By sending your check to us, you authorize IndyMac Mongage Services to convert the check lists an electronic funds transfer. Please be aware that your bank account may be debited as soon as the same day we receive your payment and that your check will not be returned.

We may report information about your account to credit boreaus. Late payments, missed payments, or other defaults on your account may be reflected in your could report. If you find you have difficulty making your payments, please contact as investigately to discuss options position to you.

		Contact Information Rega	rding Your M	ortgage Account	
	Notion Consequendance or enutries Requests to	indyklasi Mortgage Services. PS: Blac 4045 Kalamanno, MI 40003-4045	Salaphore	Automated System or Representative TTY (Hearing Impaired Container Social) Insurantal Contain	1.896.701.7200 1.898.898.7961 1.896.258.8181
De-Line	oww.inforcement.gogoconic 24 hours a day	es,com avaliable	+ Gent	and Fax bitiomation ral loan information is available 24 hours a domated telephone system.	
Face	Ton Related Sasses Papel Department Sources Genter Manageme Seasons (MI)	1,269,353,2485 1,263,353,2437 1,363,452,7143 1,263,553,2495	* Bujer	essentatives are available Munday through to 50 p.m., Eastern Time, to assist you, scand or fixed insurance matters, content o	friday, fram 800 a.m.

Save a Phone Call! Visit us at www.indymacmortgageservices.com

Did you know that by registering your mortgage loon online you can have immediate access to all of your current loon information 24 hours a day?

To register online just follow these simple instructions:

- Go to www.indurnscmortgogeseniuss.com mouse over Log In and zlick "Home Loune"
- Click on "Regimer User ID/Prinsword"
- Follow the registration instructions and click "submit"

By accessing your foon through the Loan Servicing Center you con:

- Request copies of your loan documents.
- Order a payoff statement
- Year your current billing storement.
- Make online payments

For secure and convenient anline billing statements:

- Go to seve indymacroorgagesenicas.com mouse over Log in and click "Home Loses"
- Click on "Enrollment Options"
- Select the first option to go paperless

If you would like to be informed an your loan activity before your statement arrives, sign up for Email Notifications! halfulface Managage Services will let you know when critical transactions occur on your account, such as a payment received and when insurance or loves are paid from your excraw account. After logging in:

- Select "Personal Preferences.
- Select "Notify Mw"
- Check the boxes your would like to receive notices on
- Click "Submit" to start receiving amail notifications



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IndyMa; Mortgage Services e Divasor of One West Bank III PO Sox 9042 Tempouls, CA 90589-9042

Send Playments for Induttic Mortgage Services a Compor of One West Bank III PO Box 4045 Kasamagoo, Mr. 49003-4045

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Home Lain Servicing 6900 Besence Drive Kalamagon, Mt 49000

06/26/2013

Sent Via Certified Mail 71% 4006 454F 5947 4517

ANTHONY DICES 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

RE: Loan Number:

3002357204

Property Address: 5950 LA CASTANA WAY

SACRAMENTO, CA 95823

Dear Anthony Dieus,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB services your home loan. Your loan is in serious default because you have not made your required payments. The total amount required to reinstate your loan, as of the date of this letter is as follows:

Next Payment Due Do	ite:	03/01/2013
Current Monthly Payre	nent:	\$1,629.13
Total Monthly Paymer	its Due:	\$6,516.52
Late Charges:		\$81.46
Other Charges:	Uncollected NSF Fees:	\$0.00
0.1000000000000000000000000000000000000	Other Fees:	50.00
	Corporate Advance Balance:	\$145.00
	Partial Payment Balance:	-5515.21
TOTAL YOU MUST	PAY TO CURE DEFAULT:	\$6,227,77

You have the right to cure your default. To cure your default, you must, on or before July 28, 2013, pay IndyMac Mortgage Services, a Division of OneWest Bank, FSB in the amount of \$6,227,77 plus any additional monthly payments, late charges and fees which become due.

If your check is returned to us for insufficient funds or for any reason, "good funds" will not have been received and you will not have cured your default, we reserve the right to accept or reject a partial payment of the total amount due without waiving any of our rights herein or otherwise. If you do not cure your default, we will accelerate your mortgage with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time

Failure to cure your default may result in the foreclosure and sale of your property. A deficiency judgment may be obtained against you to collect the balance of your loan.



You may, if required by law, have the right to cure your default after the acceleration of your payments and prior to the foreclosure sale, by paying all amounts past due within the time permitted by law. In addition to the past due amounts, you will be required to pay reasonable fees and costs incurred by IndyMac Mortgage Services, a Division of OneWest Bank, FSB. You may have the right to bring a court action to assert the non-existence of a default right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

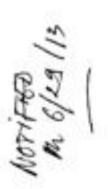
Time is of the essence. Should you have any questions concerning this notice, please contact our Loan Resolutions department at 1-877-908-4357.

At this time, you may request a subsequent meeting with an IndyMac Mortgage Services, a Division of OneWest Bank, representative to discuss further options to avoid foreclosure. If requested, the subsequent meeting will occur within fourteen (14) days of your request. Additionally, you may also contact a HUD-approved housing counseling agency toll-free at 1-800-569-4287 or TDD 1-800-877-8339 for the housing counseling agency nearest you. These services are usually free of charge.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB Loan Resolution

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



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Important Message

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Property Address: 1000 LA CASTANA WAY SACRAMENTO, CA SINSS

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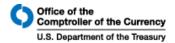
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Exhibit "13"



OMB Control No. 1557-0232 Expiration Date: 11/30/2015

CUSTOMER COMPLAINT FORM

Please fill in this form completely. Mail or fax this completed complaint form to:

Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 1-713-336-4301 (Fax)

Once we receive your completed form, you will receive an acknowledgment letter containing your assigned case number. Please keep your case number for future contact with our office.

Helpful Hints:

Check to make sure your financial institution is a national bank or federal savings association (thrift). If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the statement.

Have you tried to resolve your complaint with your financial institution? The OCC recommends that you attempt to resolve your complaint with your financial institution first. Please contact your financial institution to allow them the opportunity to resolve your issue(s).

If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution involved. You will receive separate case numbers for each institution.

Please Note:

We cannot act as a court of law or as a lawyer on your behalf We cannot give you legal advice We cannot become involved in complaints that are in litigation or have been litigated

YOUR INFORMATION

The Account Owner/Holder should complete this section. * - Indicates Required Fields *First Name: Middle Name: *Last Name: *Street Address: *City: *State: *Zip: *Phone: Email: What is the best way to contact you? Phone \(\Boxed{\text{Mail}} \) Mail \(\Boxed{\text{Email}} \) Email \(\Boxed{\text{Email}} What is the best time to contact you? Morning Afternoon Evening REPRESENTATIVE CONTACT INFORMATION If you want us to communicate with your attorney or other legal representative directly, please provide the information below. Your submission of this portion of the form authorizes our office to release information to your attorney or other legal representative if requested. Please check the following to indicate the type of relationship: Attorney Legal Representative Please indicate the type of authorization you have granted to your attorney or other legal representative: Power of Attorney \(\subseteq \text{Letters Testamentary} \subseteq \text{Court Appointed Executor or Administrator} \(\subseteq \text{Other} \subseteq \) If you are not sure of the type of legal authorization granted, please check your legal documents or consult with your attorney or other legal representative. Name of Representative: *First Name: Middle Name: *Last Name: *Street Address: *City: *State: *Zip: *Phone: Representative Email: What is the best way to contact your representative? Phone Mail Email What is the best time to contact your representative? Morning \(\square\) Afternoon \(\square\) Evening \(\square\)

Case 14-02127 Filed 03/01/14 Doc 1

FINANCIAL INSTITUTION OR COMPANY INFORMATION THAT IS SUBJECT OF THE COMPLAINT

Helpful Hint: If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the account statement.

*Name of Financial Institution or Co	mpany:			
Street Address:				
*City:		*State:	Zip:	
Phone:				
*Type of Account(s) (Check all that app	ıy): Deposit Account (Chec	king, Savings)	☐ Credit Card ☐	
Loan Product (Consumer, Mortgage	, Home Equity) 🗌 Asset N	lanagement (Ti	rust Accounts) 🗌	
Consumer Leasing Non-Deposit	Account (Investments)	Insurance	Other	
Have you tried to resolve your complaint with your financial institution or company? Yes No				
If Yes, when?	How? Phone Mail I	n Person 🗌 Ot	ther	
Contact Name: Title:				
Has your financial institution responded to you? Yes ☐ No ☐				
If Yes, when?	How? Phone Mail I	n Person 🗌 Ot	ther 🗌	

COMPLAINT INFORMATION

Describe events in the order they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). Be as brief and complete as possible to make the explanation clear. Do not include personal or confidential information such as your social security, credit card, or account numbers.					

Please be advised that the issues described in this complaint will be shared with the financial institution or company in question.

PRIVACY ACT STATEMENT

The solicitation and collection of this information is authorized by 12 U.S.C. 1. The information is solicited to provide the Office of the Comptroller of the Currency (OCC) with data that is necessary and useful in reviewing requests received from individuals for assistance in their interactions with national banks or federal savings associations (thrifts). The provision of requested information is voluntary. However, without such information, the ability to complete a review or to provide requested assistance may be hindered.

It is intended that the information obtained through this solicitation will be used within the OCC and provided to the national bank or federal savings association (thrift) that is the subject of the complaint or inquiry. Additional disclosures of such information may be made to: (1) other third parties when required or authorized by statute or when necessary in order to obtain additional information relating to the complaint or inquiry; (2) other governmental, self-regulatory, or professional organizations having: (a) jurisdiction over the subject matter of the complaint or inquiry; (b) jurisdiction over the entity that is the subject of the complaint or inquiry; or (c) whenever such information is relevant to a known or suspected violation of law or licensing standard for which another organization has jurisdiction; (3) the Department of Justice, a court, an adjudicative body, a party in litigation, or a witness when relevant and necessary to a legal or administrative proceeding. (4) a Congressional office when the information is relevant to an inquiry initiated on behalf of its provider; (5) Other governmental or tribal organizations with which an individual has communicated regarding a complaint or inquiry about an OCC-regulated entity; (6) OCC contractors or agents when access to such information is necessary; and (7) other third parties when required or authorized by statute.

I certify that the information provided on this form is true and correct to the best of my knowledge.

	l Certify 🔳	I Do Not Certify
Date: 07/11/1	3 (
Signature:	Military 400	W

We will mail you a written acknowledgement within five (5) business days of receipt of your completed complaint form containing your assigned case number. Please utilize your case number for future contact with our office. If you have any questions regarding this case, please call 1-800-613-6743.

Law Office Ronald H. Freshman, Esq.

3040 Skycrest Drive Fallbrook, CA 92028 Office 858-756-8288 Fax 206-424-0744 ronfreshman@gmail.com

Date: July 11, 2013

IndyMac Mortgage Services, a division of OneWest Bank, FSB Attention: Research Department 6900 Beatrice Drive Kalamazoo, MI 49009

Via: U.S. Mail - Certificate of Mailing

Re: Anthony P. Dicus

Purported Loan #3002357204

Correspondence received; dated July 1, 2013

Address: 5950 La Castana Way

Sacramento, CA 95823

RE: QUALIFIED WRITTEN REQUEST; DEBT VALIDATION AND DISPUTE OF DEBT

To Whom It May Concern:

This letter is in response to the letter we received from you dated July 1, 2013 claiming our Qualified Written Request did not "constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA)." Nothing, along with much of what you provided, could be further from the truth.

More than sufficient details were provided for you to investigate the errors identified, such that you provided your own payment history. Ironically your own payment history repudiated your typical standard, non-compliant form letter which contained false statements regarding Mr. Dicus' purported account, claiming he is in default when he is not.

Your letter claims to have provided "[a] 24-month transaction history and bankruptcy payment reconciliation" which was further alleged to "accurately report the application of all payments we received during that period."

We are specifically addressing the false and conflicting statements in your letter needing your immediate attention, to wit:

p.1 ¶ 6 alleges "Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013 together with the subsequent installments and late charges and other amount due under the note and deed of trust." Your own CUSTOMER ACCOUNT ACTIVITY STATEMENT ("CAS") Dated 07/01/13 shows the March, April, May and June payments being entered on 03-04-13; 04-03; 04-29-13 and 05-28-13 respectively, each payment in the amount of \$1,629.13. Your Bankruptcy Payment Reconciliation sheet (p.3) also confirms payments being made on 3/4/2013 and 4/3/2013 and shows a \$0.00 balance. Mr. Dicus also pulled his own online "Loan Activity" report which also confirms payments were paid and the account is current.

The last paragraph on p.1 of your letter states "Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which [our] client's [purported] mortgage was pooled." You further proffer that the MBS is identified as "LXS 2007-6 4/30/07". The forensic investigator Mr. Dicus hired and our own in-house investigation, as well as information from Mortgage Electronic Registration Systems, Inc. ("MERS"), provides information contrary to what you claim. There is no "pool" you identify that exists either on the Security and Exchange Commission or Edgar websites. MERS claims the "investor" is U.S. Bank as Trustee and our the forensic examiner has identified the trust to purportedly be Lehman XS Trust, Series 2007-4N with Aurora Loan Services, LLC as the Master Servicer (not Nation Star Mortgage.) Your very own previous letter dated December 3, 2009 confirms this².

You further state that "[t]he servicing agreement between OneWest Bank, FSB and Nation Star Mortgage identifies IndyMac Mortgage Services, a division of OneWest

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¹ Enclosed.

Case 14-02127 Filed 03/01/14 Doc 1

Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to, (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default; (c) processing loan modification requests; and (d) responding to borrowers' inquires." From your own correspondence then, it appears you are not authorized to do any of these things with regard to Mr. Dicus' purported "loan".

Mr. Dicus is NOT IN DEFAULT; payments were paid on time and the purported "investor" is not as you claim. Please clarify your conflicting statements and correct these errors.

Also, please rectify your accounting; remove any late payment fees; confirm in writing the mistakes you have made; and correct any corresponding credit reporting information provided to all three repositories or we shall be forced to file suit to have the court clear up these issues.

Time is of the essence in this matter.

Sincerely,

Ronald H. Freshman, Esq. Attorney for Anthony P. Dicus

Plener H. 2

Enclosures CC: OCC

² Enclosed.

³ Your letter p.2 first paragraph.

IndyMac Mortgage Services, a sound of commentariant rise

July 1, 2013

Law Office of Ronald H. Freshman, Esq. 3040 Skycrest Drive Fallbrook, CA 92028

RE:

Mr. Anthony Dicus Loan Number 3002357204

Dear Mr. Freshman

This letter is in response to correspondence dated June 20, 2013, regarding the above referenced home loan. Although your correspondence is presented as a qualified written request (QWR) it does not constitute a QWR subject to the provisions of the Real Estate Settlement Procedures Act (RESPA).

Please understand this correspondence is being sent to you as you are representing our customer. Going forward no phone calls will be made to our customer unless a written request is received advising us to remove the cease and desist.

A QWR is written correspondence to the loan servicer stating specific a customer believes the servicing of his/her account is in error. It must also include sufficient detail to allow the servicer the opportunity to fully investigate the matter to determine if errors were made in connection with the servicing of the account. Your correspondence fails to state that you believe there are specific errors in the servicing of the account sufficient to allow IndyMac Mortgage Services, a division of OnelWest Bank, FSB the ability to investigate further. If you have a specific loan servicing issue, such as a payment application or disbursement issue, please send all inquiries to the address below with a detailed explanation as to why you believe the account is in error.

IndyMac Mortgage Services, a division of OneWest Bank, FSB Attention: Research Department 6900 Beatrice Drive Kalamazoo, MI 49009

A QWR is not a vehicle for obtaining information regarding the lender's general business practices, including but not limited to its operations, systems of record, servicing by a prior servicing company or business relationships. With respect to those of your inquiries which go beyond the scope of a legitimate QWR, IndyMac Mortgage Services respectfully declines to provide the information requested.

In compliance with the Fair Debt Collection Practices Act (FDCPA), enclosed is a copy of the promissory note. A 24-month transaction history and bankruptcy payment reconciliation are included that accurately report the application of all payments we received during that period. If you dispute the pay history, please provide us details in support of any dispute, including but not limited to the dates of any transaction in dispute, amounts in dispute, copies of cancelled checks, receipts, bank statements, etc. You may request a life of loan payment history by completing the attached form and submitting it and the required fee to the address shown on the form.

As reflected in the transaction history enclosed Mr. Dicus has been in default under the loan documents with respect to the installment of principal and interest that became due on March 1, 2013, together with the subsequent installments and late charges and other amount due under the note and deed of trust.

Nation Star Mortgage is the master servicer for the mortgage backed security (MBS) for which your client's mortgage was pooled. Their phone number is 1.303.515.8131 and their address is 10350 Park Meadows Dr. Fl 3 Littleton, CO 80124. Your loan is pooled in the mortgage backed security identified as LXS 2007-6 4/30/07.

The servicing agreement between OneWest Bank, FSB and Nation Star Mortgage Identifies IndyMac Mortgage Services, a division of OneWest Bank, FSB as the servicer for all loans within the pool and, further, identifies our responsibilities as including, but not limited to. (a) the collection of the payments from each of the mortgages within the pool; (b) initiating the foreclosure process for loans that are in default, (c) processing loan modification requests, and (d) responding to borrowers' inquiries. Please direct all of your correspondence to IndyMac Mortgage Services.

Your letter included a request for copies of certain documents that pertain to this loan. The copies you requested can be costly, so as a courtesy we are writing to encourage you to check your client's records to determine if your client has retained the documents provided when the loan closed. Limiting the number of document copies you actually need from indyMac Mortgage Services will be less expensive and may save time.

Please research your client's records and complete the enclosed order form once you have identified the document copies you still require from IndyMac Mortgage Services. Once your form is complete, please submit a check in the total amount due along with the request form to IndyMac Mortgage Services, a division of OneWest Bank, FSB, Attention: RESPA Department, 6900 Beatrice Drive Kalamazoo, MI 49009. Upon receiving your request and payment, we will provide the desired documents to you within 30 business days of our receipt of the order form. If we do not receive the order form and payment within 30 business days, we will close this request.

We have conducted an investigation of the account and have determined.

- No corrections have been made to the account as we are of the opinion the account has seen serviced in compliance with the terms of the documents signed at closing.
- Should you require any further assistance regarding the account, you may contact our Customer Service Department at 1,800,781,7399 or in writing at the following address 6900 Beatrice Drive Kalamazoo, Mi 49009.
- To the extent we are obligated either contractually or under any applicable statute or regulation to furnish the requested information to you, such information has been provided. We respectfully decline to provide any other information you may have requested, as such information may be privileged, confidential or otherwise not subject to disclosure.

If you have questions regarding our workout programs, please call IndyMac Mortgage Services at 1.800.781.7399 or you may access our website at www.indymacmortgageservices.com.

Please be assured all options were considered in every effort to assist you with this matter. In the event you require further assistance please call 1.800.781.7399 Monday through Friday, from 8.00 a.m. until 9.00 p.m. Eastern Time.

Respectfully.

IndyMac Mortgage Services a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

ONE WEST BANK, FSB HOME LOAN SERVICING P.O. BOX 4045 KALAMAZOO, MICHIGAN 49003-4045 1-800-781-7399

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13 PAGE

REQ BY 631

ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO

CA 95823

THE POLLOWING IS THE PAYMENT HISTORY YOU REQUESTED. SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS HISTORY, PLEASE CALL THE CUSTOMER SERVICE DEPARTMENT AT THE ABOVE REFERENCED TELEPHONE NUMBER. THANK YOU.

LOAN NUMBER: 3002357204 CURRENT ACCOUNT INFORMATION
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2ND MORTGAGE: 0.00 0.00000 0.00
PROCESS DUE TRANSACTION TRANSACTION DESCRIPTION OP TRANSACTION OP TRANSACTION
TRANSACTION PRIN. PAID/ ESCROW PAID/OTHER
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05-28-13 03-13 493 ARM LOAN ADJUSTMENT NEW INTEREST RATE: 0.04000 NEW PRIN & INT PAYMENT: 1,629.13 05-28-13 02-13 173 PAYMENT 1,629.13 628.95 1,000.18 0.00 299,425.11 NEW PRINCIPAL/ESCROW BALANCES
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299,425.11 NEW PRINCIPAL/ESCROW BALANCES 05-23-13 00-00 710 ATTORNEY ADVANCE REPAYMENT 0.00 0.00 0.00 150.00- 05-23-13 00-00 745 CORP. ADVANCE ADJUSTMENT 11.00 0.00 0.00 0.00
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66.00 0.00 0.00 0.00 05-23-13 00-00 745 CORP. ADVANCE ADJUSTMENT
625.00 0.00 0.00 0.00 05-23-13 00-00 745 CORP. ADVANCE ADJUSTMENT 585.00 0.00 0.00 0.00

ONE WEST BANK, FSB HOME LOAN SERVICING P.O. BOX 4045 KALAMAZOO, MICHIGAN 49003-4045 1-800-781-7399

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13 PAGE 2

REQ BY 631

ANTHONY P DICUS LOAN NUMBER: 3002357204

PROCESS DUE DATE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	01/01/11 - 06/2 TRANSACTION DESCRIPTION	9/13	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE INTEREST	BALANCE AMO	UNT CODE/DE	ER SCRIPTION
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT 0.00		
66.00	745 CORP. ADVANCE 0.00 0.00	0.00		
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT 0.00		
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
05-23-13 00-00	745 CORP. ADVANCE			
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
05-23-13 00-00	745 CORP. ADVANCE 0.00 0.00 745 CORP. ADVANCE	ADJUSTMENT		
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
05-23-13 00-00	0.00 0.00 745 CORP. ADVANCE 0.00 0.00	ADJUSTMENT		
05-23-13 00-00	745 CORP. ADVANCE	ADJUSTMENT		
05-23-13 00-00	745 CORP. ADVANCE			
05-06-13 00-00	0.00 0.00 633 MISC. F/C AND 0.00 0.00 493 ARM LOAN ADJUS	B/R EXPENSES		
04-29-13 02-13	493 ARM LOAN ADJUS	TMENT		
04-29-13 01-13	173 PAYMENT	NEW PRIN & INT	PAYMENT:	1,629.13 04-26-13
1,629.13	T RATE: 0.04000 173 PAYMENT 626.86 1,002.27 00,054.06	0.00 NEM	PRINCIPAL/ES	CROW BALANCES
04-03-13 01-13	493 ARM LOAN ADJUS	NEW DOTH & THE	DAVMINT.	1 620 11
04-03-13 12-12	173 PAYMENT 624.78 1,004.35	0.00		03-30-13
	00,680.92	0.00 NEW	PRINCIPAL/ES	CROW BALANCES

ONE WEST BANK, FSB HOME LOAN SERVICING P.O. BOX 4045 KALAMAZOO, MICHIGAN 49003-4045 1-800-781-7399

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 07/01/13 PAGE 3

REQ BY 631

ANTHONY P DICUS LOAN NUMBER: 3002357204

PROCESS DUE DATE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	D 01/01/11 - 06/29/13 TRANSACTION DESCRIPTION ESCROW PAID/	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE INTEREST	BALANCE AMOUNT CODE/	THER
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03-04-13 11-13	T RATE: 0.04000	STMENT NEW PRIN & INT PAYMENT:	1,629.13
01-23-13 11-15	49% ARM LOAN ADTER	0.00 NEW PRINCIPAL/ B/R EXPENSES 0.00 B/R EXPENSES 0.00	
NEW INTERES 01-23-13 10-13 1 629 13	T RATE: 0.04000 173 PAYMENT 620 63 1 008 50	NEW PRIN & INT PAYMENT: 0.00 NEW PRINCIPAL/ B/R EXPENSES	1,629.13
	0.00	0.00	
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NEW INTERES	T RATE: 0.04000	NEW PRIN & INT PAYMENT:	1,629.13

LOAD NUMBER	BANKBUPTCY PAYMENT RECONCEJATION	PAGE 3

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Law Office

Ronald H. Freshman, Esq.

3040 Skycrest Drive Fallbrook, CA 92028 Office 858-756-8288 Fax 206-424-0744 ronfreshman@gmail.com

Date: June 20, 2013

IndyMac Mortgage Services PO Box 78826 Phoenix, AZ 85062-8826

Via: Certified U.S. Mail #7011 2970 0003 7964 5153

Return Receipt Requested

Re: Anthony P. Dicus

Purported Loan #3002357204

Address: 5950 La Castana Way

Sacramento, CA 95823

QUALIFIED WRITTEN REQUEST; DEBT VALIDATION AND DISPUTE OF DEBT

To whom it may concern:

We have been retained to represent the above-referenced client, Anthony P. Dicus regarding the status of the purported account/loan number also referenced above.

Attached is our client's authorization to release financial information.

INTRODUCTION; BRIEF STATEMENT OF FACTS

Our client received a call from you stating his property was going into "foreclosure" due to your claim that he is allegedly four months behind. Mr. Dicus states he has had no notice in writing of any such thing.

Upon a return call to (800) 781-7399, Mr. Dicus spoke with an Operator #014 claiming to be named "Melissa;" who told him \$6,227.77 was allegedly owed on the purported account. Melissa further stated "Once your loan came out of bankruptcy it went into the previous status as before - as delinquent and foreclosure status." She then

attempted to induce our client into considering a loan modification, which appears to have been solicited under false pretenses.

Upon Mr. Dicus telling Melissa that he was current in his payments and he had never been late, Melissa told Mr. Dicus he could contact your "foreclosure attorney's office" at (619) 243-8415 referencing vendor #3002357204. This was not only intimidating but infuriating.

Our client then contacted us to deal with this situation.

QUALIFIED WRITTEN REQUEST

This letter shall be deemed a 12 U.S.C. § 2601, *et seq.*, as amended ("RESPA") qualified written request to which provisions of the Dodd-Frank Act § 1463 also applies.

This request is directly related to the servicing of the purported loan; includes the name and account number, as well as a statement for the reasons Mr. Dicus believes the alleged account is in error. Sufficient detail regarding the other information sought¹ by Mr. Dicus is contained in this request.

To independently validate our client's concerns, please provide the following.

- 1. Fully identify the purported owner the Dicus' loan by name, address and phone number which is defined as the person or entity that purports to be lawfully entitled to the payments due under any promissory note that he allegedly signed when the loan was originated. If the "owner" is a so-called "securitized trust", please identify:
 - (a) the name of the specific trust in which my loan is supposedly "pooled" (and not simply the name of the Trustee);
 - (b) the CUSIP number for the purported trust; and
 - (c) the specific date the purported loan, including the indorsement of the note and assignment of the Deed of Trust, were allegedly sold into said trust along with evidence of the consideration paid therefore.
- 2. Please provide a certified copy of the purported "Note" in its current condition format and size, front and back, showing all indorsements and/or allonges thereto; as of the date of this letter;

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¹ 12 U.S.C. § 2605(e)(1)(B)(ii).

Case 14-02127 Filed 03/01/14 Doc 1

- 3. Please fully identify the current holder of the Dicus' Deed of trust by name, address and phone number.
- 4. Please identify the principal for whom Mortgage Electronic Registration Systems, Inc., ("MERS") purports to act and provide written proof of the authorization of MERS to act for the original or any other "lender" with respect to the purported Deed of Trust.²
- 5. Please provide the MERS Milestone/Summary Report showing all transfers of servicing and beneficial interest rights.²
- 6. Please confirm or deny whether the Dicus' purported Note was sold separately from the Deed of Trust or vice-versa and identify:
 - (a) each and every party that purchased the purported Note or any interest therein;
 - (b) the date upon which any such purchase(s) took place;
 - (c) the amount of consideration paid for the purported Note along with evidence of payment including any legers, books, cancelled checks or other similar "paper trail" for the actual consideration both paid and received for each and every alleged "transfer;" "indorsement;" or "assignment."
- Please provide a "life of loan" history and a full accounting of each and every payment paid, received and accounted for related to this purported account that includes any and all claimed arrears, delinquencies or additional charges, including but not thereby limited to, escrow charges, fees, rebates, refunds, kickbacks, profits, gains or any other additions or subtractions to the purported account for any reason.
- 10) Please also provide an explanation of how any amount allegedly due was calculated including any dates for adjustments and why so adjusted.
- Please provide any applicable pool, pooling, pooling and servicing, assignment and assumption, deposit, custodial, master purchasing,

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² We know "Indymac Mortgage Services a division of OneWest Bank®" is a service mark of OneWest Bank and OneWest Bank is a MERS member with full access to all the MERS and other documentation requested.

servicing, sub-servicing and/or master-servicing, trust or other agreements related in any way to this purported account or the alleged securitization thereof.

DEBT VALIDATION DEMAND AND DISPUTE OF DEBT

Mr. Dicus herewith disputes the purported "debt" and demands validation of same. Based on the aforementioned irregularities; manner in which he has been treated; and recent events surrounding the foreclosure crisis and allegations of fraudulent foreclosure activity, Mr. Dicus now questions whether you are or have ever been a legitimate "servicer" of his purported "loan" or account, which at this point he is not sure he owes to anyone, let alone Indymac Mortgage Services which from our research is not a separate entity from OneWest Bank but merely a service mark thereof. Accordingly, due to the lack of sufficient evidence supporting your claim of servicing rights, Mr. Dicus requests validation of the purported "debt³" which shall remain disputed absent your providing concrete evidence of both the ownership and any duly authorized and/or properly and legally assigned and adequately documented servicing rights thereto as well as an existing and legal security instrument thereto.

A cursory review of the recorded documents casts doubt on the legitimacy of your servicing or any other authority regarding this purported "debt" or whether the purported "debt" exists at all. Therefore pursuant to the current Homeowner Bill of Rights and associated Civil Code, our client requests irrefutable proof of your servicing authority, including but not thereby limited to, validation of the purported "debt;" proof of your authority to record or cause to be recorded any documents related to this property; any assignments of deeds of trust; substitutions of trustee(s); copies of the purported "deed of trust" and note which is to include any indorsements or allonges thereto and any corporate resolutions and/or power(s) of attorney authorizing any signatories utilized in executing any documents.

You are herewith notified that any further correspondence shall be through this office and in writing. Our client is not to be directly contacted by telephone or in any other manner.

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This request is not merely for you to provide the purported "evidence of the debt" in the form of the "Note;" the ownership of which is disputed, but a complete and un-broken chain of indorsements and accounting.

Case 14-02127 Filed 03/01/14 Doc 1

Dodd-Frank and the Consumer Protection Act have changed the timelines for qualified written request responses that not only requires acknowledgement within 5 days but also a substantive response within 30 days which we look forward to receiving at your earliest possible convenience.

Time is of the essence in this matter.

Sincerely,

Ronald H. Freshman, Esq. Attorney for Anthony P. Dicus

Rever H. 2

Wednesday, June 19, 2013

Anthony Dicus 5950 La Castana Way Sacramento, Ca 95823

Ronald H. Freshman, Esq. 3040 Skycrest Drive Falibrook, Ca 92028

To Whom It May Concern:

This letter is to inform you that I give permission to Ronald H.

Freshman, Esq. to represent & speak for me with any and all

transactions dealing with INDYMAC BANK (Joan #3002357204) in

reference to my home (5950 La Castana Way Sacramento, Ca 95823).

Sincerely,

Anthony Dicus

916-395-2326

Loan Activity

Loan Number: 3002357204

Property Address: 5950 LA CASTANA WAY

SACRAMENTO, CA 95823-0000

Borrower Name: ANTHONY P DICUS

Balances:

Principal balance: \$299,425.11

Escrow balance: \$0.00 Unpaid late charges: \$81.46

Disclosure: The transactions displayed within the payment history reflect funds that you have paid and do not necessarily represent funds that are due.

Applied Date	Due Date	Description	Amount Paid		Escrow Advance Balance	Principal Balance
06/17/2013	03/01/2013	LATE CHARGE ASSESSED	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	03/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$299,425.11
05/28/2013	02/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$299,425.11
04/29/2013	02/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,054.06
04/29/2013	01/01/2013	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,054.06
04/03/2013	01/01/2013	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$300,680.92
04/03/2013	12/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$300,680.92
03/04/2013	12/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,305.70
03/04/2013	11/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,305.70
01/23/2013	11/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$301,928.40
01/23/2013	10/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$301,928.40
12/26/2012	10/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$302,549.03
12/26/2012	ΛΩ/Λ1/2Λ12	PAYMENT/FUNDS	¢1 620 12	ቀበ በባ	ድስ በስ	¢ 303 ድላዐ ሀ3

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12/04/2012	09/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,167.60
12/04/2012	08/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,167.60
11/01/2012	08/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$303,784.12
11/01/2012	07/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$303,784.12
10/01/2012	07/01/2012	ARM LOAN IR RATE ADJUSTMENT	\$0.00	\$0.00	\$0.00	\$304,398.59
10/01/2012	06/01/2012	PAYMENT/FUNDS APPLIED	\$1,629.13	\$0.00	\$0.00	\$304,398.59

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This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



Payment Activity

The terms of the <u>Bill Payments and Transfers Agreement</u> apply to these payments.

Includes online payments for the past 13 months

Hide search

10 Payment(s)	found for Mortgage (7204)	×	Clear Search Results
Send On	Deliver By 🐷	Status	Payee	Amount
06/28/2013	07/08/2013	Sent	Mortgage IndyMac Mortgage Services7204	\$1,629.13
05/20/2013	05/28/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13
04/22/2013	04/29/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13
03/25/2013	04/01/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13
02/25/2013	03/04/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13
01/17/2013	01/25/2013	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13
12/14/2012	12/21/2012	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13
11/26/2012	12/03/2012	Paid	Mortgage IndyMac Mortgage Services7204	\$1,629.13
10/23/2012	10/30/2012	Paid	Mortgage IndyMac Bank Mor tgage Services .7204	\$1,629.13
09/24/2012	10/01/2012	Paid	Mortgage IndyMac Bank Mor tgage Services .7204	\$1,629.13

Don't see your payment? Send us an email.

JPMorgan Chase Bank, N.A. Member FDIC Equal Opportunity Lender

IndyMac Mortgage Services, a division of DneWest Bank, FS8 #80 feature Drive • Kalanusce McJobs

December 3, 2009.

ANTHONY DICUS

8950 LA CASTANA WEY
SACRAMENTO CE 95829-5621

Haladaladadadhadhadhadhadhadhadhadhadh

Account Number: 3002357204

Dear Anthony Dicus.

IndyMac Mortgage Services, a division of OneWest Bank FSB, is currently servicing your loan on behalf of securitization trust LXS 2007-4N, AURORA LOAN SERVICES, LLC, as Trustee Master Services and is sending you this important notice as required by federal law.

As of the date of this letter, you owe a balance of \$325,617.93.

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be different from the amount above. Please also note that this is not a payoff statement. A payoff statement might include other charges or additional third party costs that may be necessary. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we may inform you before processing your check. For a more detailed reinstatement figure or for payoff quote information, please call toff free 1.877.908 HELP (4357).

Unless, within thirty days after receipt of this notice, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within thirty days after your neceipt of this notice, you notify us in writing that the debt or any portion thereof is disputed, we will obtain a verification of the debt or, if the debt is founded upon a judgment, a copy of any such judgment, and we will mail to you a copy of such verification or judgment. If you request the name and address of the original creditor, then upon your written request within thirty days after the receipt of this notice we will provide you with the name and address of the original creditor.

If you dispute the debt in writing or if you request poor of the debt or the name and address of the original creditor within the thirty day time period that begins upon receipt of this notice, the law requires us to stop our collection efforts (through litigation or otherwise) to collect the debt until we stall the requested information to you.

If you wish to dispute the validity of the debt or obtain the name and address of the original creditor you must make such request in writing and send it to:

IndyMac Mortgage Services Attn: Correspondence Research P.O. Bes 4045 Kalamazeo, MI 49003-4045

If you have questions or need further information, please contact Customer Service toll-free at 1,877,908.HELP (4357), Monday-Friday, 8 a.m. to 9 p.m. (Eastern Time).

Sincerely,

IndyMac Mortgage Services, A division of OneWest Bank, FSB



Primary Phone Number: (916) 395-2326 Secondary Phone Number: (916) 395-2326

Property Address: 5000 LA CASTANA WAY, SACRAMENTO, CA 60003

> #BWNDXCT #6684027532005061#

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ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO CA 95823-5621

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Eschole Batanos Umaggiled Funds Funds Advanced by BMS (1,2) Principal Flad YTD Interest Flad YTD	8515.21 8145.00 83,123.62 89,621.79
Property Taxes Paid YTD Hazard Insurance Paid YTD	\$.00 \$.00

For statement questions, please call Customer Service at 1.800.781.7399

07/01/13 Payment Options Principal and/or interest Estrow	Minimum (4) 81,429.13 8 00	No. of Lines	Edb.Ametical(C) 1531;	See Truly U.	our Account is now Payments Past Due
Optional Products(2) Other(2)	8 .00			100	Additional Information
Payment Amount Past Due Payment(s) Total Payments Due	81,429,13 94,314,52 89,145,45				Orbest offended agreed upon distincts facility the express or advances print to being agreed to feest the gas.
Unpaid Late Charges Returned Payment Fees Other Unpaid Charges(2)	801.46 8.00 5.00				arrisan bilan karlama spor Ngjard
Funds Advanced by MIS (1.2) Total Amount Due	8145.00 80,372.31			3.	ser-Energy tes
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Date Transaction	Istal I	Principal Deferre	d Interest _(D) Interest	factor	Fans.Miss.

INAUTOR HELIABOT

ONLINE ACCESS TO YOUR LOAN INFORMATION IS JUST A CLICK AWAY! To find out more, see the back of this statement.

- pA) Minimum PAI Payment This is the minimum amount that must be part. As the interest rate may charge morethy, this "minimum" payment amount may not be enough to pay at of the minimum memors due, if this occurs, the impact element is then added to your loan tacknown.
- (B) interest Cody Payment Payment applied only is interest due for excell. No funds are included to reduce the liber's principal between Payment option is only available if the interest strip amount due is at least as much as the relevant payment amount due.
- (C) Fully or 15-Year Amortized Payment Toporcepul and interest disk it is palculated using the surrent interest (determined by adding index plus margin) and the balance over the remaining term of the loan.
- (0) Principal/Deferred Interest Positive amounts or this section mean the teat before her decreased. Regalive amounts in this section mean the monthly interest due was not settlined with the last payment resulting in an impressed

This company is a dobt collector and any education obtained will be used for that purpose. However, if you have filed a hardespicy petition and there is either ar "inturatic stay" in effect in your bankriptoy case, or your dold has been discharged paramet to the bankriptoy look of the United States, this commerciantion is intended solely for inhomotional purposes.

Payments can be made via our telephone Speedgay service of 1.806.781.7299. Dr. you may initiate one time payments on line at our withile, windinfunctions agreering con. There may be a charge for althor of these pervious.

Payments by U.S. Mail

indulibus Mortgage Services PO. Rev 19626 Phoenix, AZ 85062-8625.

Payments by Diversight Service:

Indylfac Mortgage Services 0500 Sestrice Drive Eulenano, Mi 45005 If making or invertigiting your payment, please remember the following

- ✓ Write your SI-digit lean number on your check
- ✓ Make your chack payable to buly Mac Mortgage Services.
- Z Allow at least 5 business slape for payment to be received &. processed

Authorization to Commit. Your Check to An Electronic Funds Debit

By sanding your check to us, you authorize IndyMac Mongage Services to convert the check lists an electronic funds transfer. Please be aware that your bank account may be debited as soon as the same day we receive your payment and that your check will not be returned.

We may report information about your account to credit however. Late payments, maked payments, or other defaults on your account may be reflected in your could report. If you find you have difficulty making your payments, please contact as investigately to discuss options position to you.

		Contact Information Rega	rding Your M	ortgage Account	
Send All Written Correspondence or Payoff Information Responds to:		indyklasi Mortgage Services. PS: Blac 4045 Kalamanno, MI 40003-4045	Salaphore	Automated System or Representative TTY (Hearing Impaired Container Social) Insurantal Contain	1.896.701.7200 1.898.898.7961 1.896.258.8181
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Save a Phone Call! Visit us at www.indymacmortgageservices.com

Did you know that by registering your mortgage loon online you can have immediate access to all of your current loon information 24 hours a day?

To register online just follow these simple instructions:

- Go to www.indurnscmortgogeseniuss.com mouse over Log In and zlick "Home Loune"
- Click on "Regimer User ID/Prinsword"
- Follow the registration instructions and click "submit"

By accessing your foon through the Loan Servicing Center you con:

- Request copies of your loan documents.
- Order a payoff statement
- Year your current billing storement.
- Make online payments

For secure and convenient anline billing statements:

- Go to seve indymachorigogeranicas.com mouse over Log in and click "Home Losre"
- Click on "Enrollment Options"
- Select the first option to go paperless

If you would like to be informed an your loan activity before your statement arrives, sign up for Email Notifications! halfulface Managage Services will let you know when critical transactions occur on your account, such as a payment received and when insurance or loves are paid from your excraw account. After logging in:

- Select "Personal Preferences.
- Select "Notify Me."
- Check the boxes your would like to receive notices on
- Click "Submit" to start receiving amail notifications



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IndyMa; Mortgage Services e Divasor of One West Bank III PO Sox 9042 Tempouls, CA 90589-9042

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Home Lain Servicing 6900 Besence Drive Kalamagon, Mt 49000

06/26/2013

Sent Via Certified Mail 71% 4006 454F 3947 4517

ANTHONY DICES 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

RE: Loan Number:

3002357204

Property Address: 5950 LA CASTANA WAY

SACRAMENTO, CA 95823

Dear Anthony Dieus,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB services your home loan. Your loan is in serious default because you have not made your required payments. The total amount required to reinstate your loan, as of the date of this letter is as follows:

Next Payment Due Do	ite:	03/01/2013
Current Monthly Payre	nent:	\$1,629.13
Total Monthly Paymer	its Due:	\$6,516.52
Late Charges:		\$81.46
Other Charges:	Uncollected NSF Fees:	\$0.00
0.1000000000000000000000000000000000000	Other Fees:	50.00
	Corporate Advance Balance:	\$145.00
	Partial Payment Balance:	-5515.21
TOTAL YOU MUST	PAY TO CURE DEFAULT:	\$6,227,77

You have the right to cure your default. To cure your default, you must, on or before July 28, 2013, pay IndyMac Mortgage Services, a Division of OneWest Bank, FSB in the amount of \$6,227,77 plus any additional monthly payments, late charges and fees which become due.

If your check is returned to us for insufficient funds or for any reason, "good funds" will not have been received and you will not have cured your default, we reserve the right to accept or reject a partial payment of the total amount due without waiving any of our rights herein or otherwise. If you do not cure your default, we will accelerate your mortgage with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time

Failure to cure your default may result in the foreclosure and sale of your property. A deficiency judgment may be obtained against you to collect the balance of your loan.



You may, if required by law, have the right to cure your default after the acceleration of your payments and prior to the foreclosure sale, by paying all amounts past due within the time permitted by law. In addition to the past due amounts, you will be required to pay reasonable fees and costs incurred by IndyMac Mortgage Services, a Division of OneWest Bank, FSB. You may have the right to bring a court action to assert the non-existence of a default right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

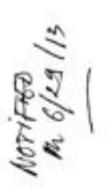
Time is of the essence. Should you have any questions concerning this notice, please contact our Loan Resolutions department at 1-877-908-4357.

At this time, you may request a subsequent meeting with an IndyMac Mortgage Services, a Division of OneWest Bank, representative to discuss further options to avoid foreclosure. If requested, the subsequent meeting will occur within fourteen (14) days of your request. Additionally, you may also contact a HUD-approved housing counseling agency toll-free at 1-800-569-4287 or TDD 1-800-877-8339 for the housing counseling agency nearest you. These services are usually free of charge.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank, FSB Loan Resolution

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



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Exhibit "14"

IndyMac Mortgage Services.

Home Lines Servicing + 2900 Enperance Greening + Austria, TX 70758

July 24, 2013

Law Office of Ronald H. Freshman, Esq. Attn: Mr. Ronald H. Freshman, Esq. 3040 Skycrest Drive Fallbrook, CA 92028

RE:

OCC Case Number: 02903715 Mr. Anthony P. Dicus Loan Number: 3002357204

Property Address: 5950 La Castana Way, Sacramento, CA 95823

Dear Mr. Freshman

I am writing in response to the complaint that Mr. Anthony P. Dicus filed with the Office of the Comptroller of the Currency (OCC) on July 11, 2013. Included with the complaint is a letter dated July 11, 2013, that you wrote in response to our previous letter dated July 1, 2013. We received the complaint and the letter from the OCC on July 18, 2013. I appreciate this opportunity to address Mr. Dicus's concerns.

In your letter and Mr. Dicus's complaint, you assert that the loan is current. Additionally, you mention that payments were posted on March 4, 2013, April 3, 2013, April 29, 2013, and May 28, 2013. However, the referenced payments covered past due payments for November 1, 2012, December 1, 2012, January 1, 2013, and February 1, 2013, respectively. In support of your claim that the loan is current, you included a copy of his Loan Activity report, which contained payments from October 1, 2012, through May 28, 2013. Please note that this document confirms that the amounts we received were applied to past due payments.

For your convenience, I have enclosed a full transaction history for Mr. Dicus's loan. According to our records. his payment for August 1, 2008, was not posted until September 2, 2008, and his account therefore became one (1) month delinquent. Although we subsequently posted full payments on October 9, 2008, and November 24, 2008, we only received partial payments in December 2008. Consequently, the loan became further delinquent, and the payment we posted on January 21, 2009, was partially applied to the payment for November 1, 2008, with the remainder going into a suspense account. We did not receive any additional payments until after he filed for Chapter 13 bankruptcy on July 22, 2009. Although we received numerous payments throughout the duration of the bankruptcy, the payments we received were not sufficient to bring the loan current. If you believe the aforementioned transaction history is inaccurate, please provide additional information so that I may thoroughly research and address any issues.

Since the date of Mr. Dicus's bankruptcy fliing, we have sent 16 letters inviting him to apply for the Home Affordable Modification Program (HAMP). However, we have yet to receive an application from him. For additional information and instructions on applying for a modification, he may visit www.indymacmortgageservices.com.

In your letter, you state that our correspondence from July 1, 2013, contained incorrect information relating to the mortgage-backed security (MBS) in which Mr. Dicus's loan is pooled. I apologize for the miscommunication. The subject loan is pooled in the MBS identified as LXS 2007-4N, for which OneWest Bank, FSB, is the servicer, and Aurora Loan Services is the trustee.

As of the date of this letter, Mr. Dicus's loan is five (5) months delinquent and due for March 1, 2013. The loan has a past due balance of \$7,793.36, which does not include any foreclosure fees and costs. For the full amount to reinstate the loan, he may contact our Customer Service Department at 1,877,908.4357.

Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time. He may also contact our Customer Service Department at the number provided if he is interested in pursuing a repayment plan. This option would allow him to spread the delinquent amount over several months so that he can make monthly mortgage payments, plus a portion of the delinquent amount, with no additional late fees.

Based on the information set forth above, we believe that we accurately reported Mr. Dious's account to the credit reporting agencies in accordance with the Fair Credit Reporting Act.

If you have any questions regarding this letter, please contact me directly via email at james hougham@owb.com or by phone at 1.866.363.3091 Ext. 6261. I am available Monday through Friday, from 8.00 a.m. to 5:00 p.m. Central Time.

Respectfully,

James Hougham

Default Escalation Specialist IndyMac Mortgage Services, a division of OneWest Bank, FSB

Enclosure

CC: Office of the Comptroller of the Currency

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

INDYMAC MORTEAGE SERVICES TRANSACTION HISTORY

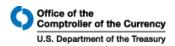
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Popratrii	99-12-3981	494-00-2012	71,346.6	5365.44	53,064.90	\$2.00	6376.74			SWEND PE	\$6.00	\$1,000,00	15,056,74	91-00	BUSDA
Pagement	(9-13-20)	6749-3965	\$1,366	58636	SLNEAD		\$170.76			5806,796.21	50.00	31,510,00	31,165.46	56.00	T5.150.84
Velptator Etabutherana	100,000	96 (F-304)	-61,816.00	90.00	30.00	\$1,411.00	31,00			5310,004.77	51,130,00	51.00	SUMAD	\$100	10,310,00
M/O Charge	08-24-3011	11.96-2017	5145.00	36.56	96.00	5000	95.00		\$145.00	\$100,000.77	\$0.00	50.00	SLNAR	C56400	53170194
Pagement	10.10-2011	4116-2010	Store	30.00	50.00	36.00	\$150.00			\$36,654.77	90-80	\$2,00	\$0,044,0	90.00	SUBSTRIC
Tryment	DR 40.601	438:361	1109.20	\$0.00	50.00	50.00	\$109.70			\$361,016.77	90.00	90.00	\$1,364.23	3100	\$5,000,66
Taymore	29 40 30 1	00-40-3011	11,149.60	580.66	13,596.72	5000	609.74		- 10	\$30,000.75	\$6.00	50.00	S1.184.52	55.00	\$1,007.04
Cartic Front Subsphissor	0.5 (5-26)	45-61-261	50.00	5210.75	51,067-62	5049	45,627,86			500,0741	\$600	5640	\$1,541.04	5000	\$1,067,84
Tagement .	ET (8 (H))	(0.0)(00)	71,146.60	50.00	56.00	51.00	SLIMAS			SHAFFER	90.00	10.60	93,870.63	56.00	\$8,007.84
Parect	RT 18-3911	(0-01/06)	1440.30		-	16.00	340.36			\$700,177.16	90,00	50.00	September 1	20:00	\$1,007.84

Parises.	130 90 90	1001011	03,346.62	Distant	51,044.50	1000	503634	ŀ	15	MI LOTO	10.00	MAG	District I	See and	DUBLISH
Taylor.	198'00'90	10000000	141010	No.	100.00	10.00	5453.10		119	DOMESTIC:	16.30	3600	DOMESTIC: 12	20.00	10,007.84
Appen	1380 OF 40	29-60-0019	(140.43)	20.00	90.00	311.00	300 0		111	DEMMES	Spinot.	20.00	1790	2008	13,411.84
Tarana .	190 (0 to 10	1049-001	1134640	100034	11,691.79	10.00	40000		- 10	2110,010,012	Score	01.00	100000	20.00	55,801,845
Stands from languistin	1000000	4044.001	10.00	6,033.00	11,000,00	Serve	61,00134		15	Stitution in	50.46	50.00	1128 50	20.00	53,007.64
figurates	1100 1100	40.04.061	5388.00	56,000	50-00	50.00	Spent and		53	S111,161,000	90.00	20100	11,004,001	9000	TLUSTER-
Paper I	1001001	19/03/03/1	11,346.40	1296.21	ti, min	50.00	4038.34		11	SHI, MADE	10.00	26.00	2000.00	- 00:00	51,3813#.
Table 1	2943.961	10-51-0040	21,348.02	1130.10	\$2,071.00	81.60	40909		10.	THE ASSESSMENT	Section	20.00	91,110	9000	\$1,400 per
and Country	1345-3861	12-10-0112	55490	8.0	26.00	10.00	8.00	1980	*	S111,860.50	10.00	20.00	S1316.00	9890	Signified.
Agrees	198707.08	1349,4000	544576	pag	96.00	101.00	Saut 3s		181	\$111.MC-43	and .	line.	\$1,710.0M	2008	11,041,04
Parties	1836 04-48	1048-9000	1,1886	1101.17	\$4,073.29	19.00	488.34		10	DISTANCACIO	1180	0.00	1986.12	3000	10,002,007
Auch from however	10 to	10-01-0010	20.00	1081.60	11,175,34	39 Oct	41,294.79		-	DESCRIPTION THE	20.00	50.00	200.0	300	619039
Partners	meetit.	3145,3946	Creary)	20.00	5100	20.00	34453		- 24	2012 100.40	20.00	20.00	34 340 200	26.00	5136234
Stylenst	1000 0000	20000000	11,14612	1541.08	80,000.60	20.00	466.04		- 51	S113,186,43	No. of	30.00	BUNNON	96.00	\$2,862.84
a deministration	BOD (17 CB)	13-30-001	111.00	411 CE	16.00	111.00	10.00	15	111.08 111	\$112,547.4H	20.00	2008	STATE OF	9000	Special
Appropria	10.10 (888	1940-0010	31,046.6	1139.09	14,539.00	18.00	-186.34		111	THE Section	2000	20.00	TARON.	2000	Schille.
Taylor II	13.36 MWH	100,000	5404.10	33.8	26.00	30.00	549A.33		- 58	SHEET AND SHEET	None	20.00	31,800 US	986	CONTRACT
Parties	10.0000	1000,000	90009	50.00	50.00	10.00	9400.84	H	- 01	0144,475,500	90.00	20.00	DIATES	3000	12,000,30
Februik	100000	8104,3898	11,148.67	1100.60	\$1,007.34	20.00	586.14	H	10	STEEL ACTUAL	10.00	96.00	SUMEZ SO	200	11,000,04
Auch fuer bagener	100.000	96-01-0389	8000	110011	11,187,29	90.00	41,234.N		- 54	SPECIALISM	10.00	- pares	Strawell Strawell	88	10,000.04
Synant	00079100	0645-5099	Seators	808	56.00	20.00	Satura TR		- 88	S811 790.818	50.00	10,00	SUMMER	90.00	Spattas.
Sprint	100 10 100	09000000	Dishest.	138.78	\$1,400 Add	11.00	406.34	ŀ	- 61	SALL PIG. DR	10.00	20.00	D., 512.00	200	53,851,84
James Company	69 O 988	0.60.000	56633	200	10.00	10.00	5400.33	H	10	SHILAND AN	90.00	20.00	SLOSS ACT	26.00	STARTERS -
Puplient	the de steel	0.00.000	SL34646	919	Stations	St. Or.	III Samuel	H	-	OLD MAKE	10.40	40.00	State of	64.00	digital as
BO Chara	M.C. (200)	0.00.00.0	Chet.oo	N/A	00'00	- Carre	CL AN	1	Girken Co.	CHO #0.68	900	20.00	100.00	900	CARLES
		20.00	1			Ì	1100.70		¥	1	1	100		-	An age age
The state of	200.000	1000000	Or Appare	11000			1	t		C111-00-00-00	1000	40.00	1000	910	11 11 11
Acute Sans Sansons	10 11 10 to	00000000	Chick	4000	40 000 00	1	dayon be	t	10		1000	200	10.00	910	O 345 04
The Parent	111111111111111111111111111111111111111	1000000	440.00		0100	1	200	100	10	Court and an	1	Str. Co.	10.00	000	C 38 86
Partiest	MA C 500	2000	5404.10	1	50.00	100	Same and	ŀ	10	1011100100	20.00	50.00	Section 10	100	12 34 54
Parties	OCCUPANT.	0.00.00.00	6112846	dried to	44 600 10	1	Ass. va	t	-00	Cont. ton. ca	1	1000	Carthal	Sec.	C) NO. 84
	1000	20000000	100130	P	Co. Co.	þ	ALEGO NA	t			-	100		Catan	O SECTION
		1	0.000		1	t		t	1	1					
						ı		t	1				ı		
Tables of the Control	D111-003	10011001	III See al	Man	Same		-	+		TAXABLE PARTY	NO.		THE PERSON NAMED IN		
Tanahan a	2000	1001000	and a	1		ı	2000	t	1	Mana			Burn		
and the relation				100		İ		t	1	-					1000
Carticipate Lagerite	THE STATE OF	10-01-0004	No.	200,10	1174	N I	27,000,00	t	1	DATE NO WE	200	NO.	20110	Date	11.70.00
Papitani	M-13-00	99999	ELPHAND.	4123.00	11,770,200	BOIL	20.80	t	1	THE CASE IN	00'00	No.	10,000 Ja	345.47	25,796.84
Parties	MINGE	890198	E-M-II		No.		11,004,00	+	1	SELLITZ.	No.	No.	SAM N		Shirt and the
The rest	100	2017/100	SERVICE			ı	Shann	t	1	SHAFFE		1		1	H 74 H
ŀ	100000	1000000	19.00	No.	1	-		t	-			1000			11 100 11
Cutto have beginning	0.000	1050-0309	1000	100	The Party		11,090.01			THE PERSON NAMED IN	No.	1	No. of Lot	1	HOME.
Total Payment	200		The same of		NW	İ	1	100	8	Decree of					1
a state of	W-12-000	1000	200.00			1	Janes and	t	1	S S S S S S S S S S S S S S S S S S S		1	1	1000	N. P. B.
Partie	10011000	90-01-00OH	11,046.61	97099	True and		No.			THE PERSON	NO.		The second	2000	17.00.00
Walter of the	N-0-03		21.7	20.00	New	No.	No.	200	1	MANA	No.	No.	Tal.	1000	31,750
Michelle	10000	15-86-0002	Social S	84	New	a a	1	20	84.0	104114	N.	100	Inna	5100 and 3	Shikes.
Number	11 10 10 10	08:81:408M	13,384.0	6756.51	51,000.18	1	D.M.	+	9	DATE 14	No.	No.	James LD	thm at	SIMIM
Minni of the	100 H SUIT		181.34	10.00	18.39	MM	90.80	001.79	100	2,39443	20.00	2000	1000.12	1133.60	STALBS
Paper	10 (a late)	1000 (040)	11,044.00	1000	11,090.01	20.00	317.40		100	0.8440	800	200	Tental.	100.00	SHIP
Women of time	10.51.50M		941.14	10.H	60.00	2	Mil	10110	-	1002.05.29	800	0000	1910.44	100.40	SIMILE
Parland	10.04.000	40011000	21,146.62	012.89	11,461.57	lo m	10:09		PM .	D42,439.34	10.00	20,000	1903.44	1203.04	SUMER.
Water of Nee	13.96.099		20140	10.00	20.00	30.00	20,00	40040	100	1,811.29	20.00	20.00	180,00	dimin.	NOME AN
Apparents free	9475788	10.00/10/1	0.00.00	1	New	No.	New	30	Strine 188	ATTITUTE OF	N/A	2	H	2000	2000
Agraet	444104	10-01-1086	10,0442	1104.40	Statement	mm	200	+	2	1115,011,20		NO OF	THE PERSON	Saul LT	0,411.20
Minimum of the	99 IF 2028		Bittell	10.00	99.00	No.	100,000	00140	-	TYON THE	10.00	None	3903.00	Dellar.	20,411.84

Altigoroup Feet	\$10.50 DBD9	10 99 2004	\$190,00	D-in	50.80	80.00	10.00		5130.00	5101340431	90.00	14.00	\$80.86	DHEOS.	12,423.00
Tuperbui Nor	06-21-2809	19-90-0903	911.00	50.00	10.00	10.00	10.40		111.00	\$703,459,23	30.00	30.00	\$900.84	5896-00	5226184
Payment	ps-11-1009	01-61-0909	3000	944.40	18,365.00	91.00	10.40			50140619	30.00	50.00	\$110,01	1260	\$2,250,94
Fagnerii	10-23-200	10.09.0000	500460	148.65	11407.00	10.00	1911.00			5611,019.75	36-24	\$1.00	\$410,00	SPECIAL	5225004
Water of Fee	19-11-2088		STAN	10.00	\$6.00	16.00	\$0.00	01149		501/10/0	\$0.00	90.00	250-51	\$24606	\$1,200.84
BFC Charge	29-11-0009	10 99 (01)	(11.00	10.00	5n-00	\$6.00	10.00	-	111.09	SNICHAL NO	80.00	10.00	2565.50	\$400.40	10,200,84
Service Cost	(0-(1-100)	to M-ISU	595.86	36.00	50.00	in on	18.00		5791.80	TYULTUNE	90.00	31.00	196.50	540.40	11.100.84
	Em 21-7609					-				-		10.00	and the party of the last	(411.41	\$1,254.00
Appareling Card	TAX	19.90-2012	56.09	50-04	55.66	26:03	50.00	-	585.00	530458-90	56.00	or other Designation of the last of the la	89556	make according	BERTHADOLOGY.
Tels: Pulling	06-71-2629	(3.99-905)	9671.60	- 50-00	50.00	50.00	15-66	-	9625.00	-518(Ho.10)	5680	50,00	\$945.55	141640	\$1,404.00
Attorney fee	96.73.900	(310-2902	\$545.00	50.80	16.00	10.40	10.80		5940.08	\$117,110.10	50.00	30.00	EM1.51	040540	1384-00
Inspection fire	07-31-30M	13.90-2862	\$11.00	90.65	36.00	30.80	30.80	-	fil.00	- \$60,790.00	50,00	50.00	986,61	-5400.40	53400
have fee Accessed	N-96-2088	_	957.436	30.00	50.165	16.00	50.00	91146	-	350409039	5000	95.66	586.50	545545	5211-00
Incaed on the	9634.000	0.95.002	511.00	30.00	10.04	58.00	50.00		111.00	\$304,534,96	90.08	bane	556.50	5196.N	Introc.
Missection Free	0.000	10-96-2007	\$11.00	\$8.06	53.00	38.00	50.10		111.00	- \$104,000XB	60.00	91.00	3365.76	119000	B111.00
Late has Rosecard	\$75-28-100M	-	\$11.40	50-08	50.60	19.00	30.00	297.46		100,1878	1000	50.00	291.50	110500	533390
Inspection Fee	\$15.45.000B	19.90 (00.2	311.69	\$0.00	50.60	50.00	Jean		\$11.00	\$810,004.50	5600	30.00	399.59	5M537	Shirte
8FO Charge	DH 33 0809	19/30/2002	\$545.00	35.66	\$6.00	\$1.00	50.40		\$145.00	\$20,9630	50:00	55.00	\$100,510	510113	\$300.00
ure fee Assessed	04 14 200		\$51.48	50.80	56.00	\$0.00	90 MG	\$33.46		\$101,11030	9630	50.00	2345.53	163443	.570.00
respective Fee	(9-24-208)	E1H0-0992	511.00	50.00	56.00	50.80	20.00	7.77	B11.00	1805,79030	2600	50.00	2047-22	\$390.04	570.00
Late Tee Accessed	EIN 66-00MH		557.46	50.00	59.00	50.00	30.90	- SYT 48	111111111111111111111111111111111111111	\$108,590.90	95.00	Jules	2441.50	100110	54000
Imperior Fee	E0-23-00M	10/06/2007	511,00	96.00	(0.00	10.00	39.36		511.00	1114/33/90	95-00	30.00	EMLSO	SHE	544.00
Late for Approach	E1 17-0009		\$17.40	\$6.00	10.00	10.00	38.00	29740		\$196,790,90	51.00	30.00	2365.50	1233.70	171,00
Projective Fee	01-10-2009	10.003012	\$11.00	\$9.09	50.60	10.09	50-98		\$31.00	1705,900,90	96.00	50.00	2341.50	5068.28	516.00°
faynest	01-03-3909	19-61-3009	61,200,00	-0410.25	\$1,679.64	52.69	5111.50		-	\$100,790.90	51.00	50.00	0945.53	5166.26	50.00
Lafa Fee Rosecond	04:04:0909		\$17.61	\$0.00	\$8.60	10.60	90.40	\$13.49		\$109,990.16	50.00	50.00	5410-04	\$100£38	\$33.00
fayment .	12-99 (998	13-81-0008	\$191.00	10.60	59.00	\$0.00	5110.00			-1009,940:10	50.00	\$6.60	545000	1004	100.00
respection free	12-94-1088	15 90-990	\$11.00	10.40	50.00	10.00	50.90		551.00	1000,040.00	50.00	55.80	530000	5000.90	500.00
Lain For Assisped	\$2-14-2006		20144	16.80	58.00	211.00	to as	201.64	101.0	\$309,940.95	51.01	50.00	\$100.00	Soul #s	90.00
Payment.	\$2.04.0008	11.01.000	1256.00	70.00	\$2.00	30.00	SZ10.00	-0.00		\$109,940.10	50.00	10.00	100.00	99.42	201.00
Capacian Cap	12-24-2008	10-01-2008	D.MI.M	9490.11	\$1,707.60	10.00	50.00			1800,940,16	50.00	50.56	01000	958.47	500.00
Separtion Fee	31-24-3008		341.04	\$6.00	50.40			-	510.86	5300,001.44	51.00	50.04	-5190.00	\$50.47	511.00
the state of the s	The second secon	16-99-2012	-	-		55.00	50.00	50.00	20.0		1000	Strong	semu/0/0/GMS	AND RESIDENCE	metuconomic
Pre Payment	13 (14.38)8	-	525.00	50-00	50.60	10.00	10.00	50.60	_	\$300,50 CAN	56.00		-51600	398.41	30.00
NR First Fee	13-34-3908	-	tines	3046	10.00	10.60	30.00	13.80		[100,101,44	50.00	20.04	825009	100.42	38.00
an Se forted	11-17-0000	-	551.45	50.40	50.04	50.00	30.00	103.45	-	1300,001.44	50.00	. 10.94	-615000	SHAP	20
Ayest	04-05-008	(943-009	\$1,000.46	-9496.54		30.00	30.16		-	\$100,001,44	51.00	30.00	586-88	98.00	2000
Fox Playment	\$549.008	\rightarrow	-(1.00	30.00	\$0.00	30.16	30.00	-51.00	2	\$50EARLING	\$6.00	20,00	539.00	50.00	1500
White Pind Day	30-00-2008		\$1.00	30.00	50.60	\$0.06	50.09	\$5.00		1100,601,80	14.00	50.00	-625620	10.06	10.00
Payment	RE-83-100R	06-01-2008	11,000.40	4796.69	SLATPAR	\$6-im	20.00	-	-	\$100,ACL90	50.00	50.00	-6270.00	36.00	56.80
For Payment	D1-02-2008		-65.06	20-00	N/AH	50-00	34.00	-0.00		- BROM O	50.00	3000	-6030-00	36.00	\$6.00
Par Asyment	ER-52-3008.	-	403.42	30.66	10.90	10.80	3000	-010.43	Q 10	107,60.13	\$5.00	5090	40000	15.86 h	SMR
Minds Print False	PR-12 2008		13.40	.50.85	\$0.00	30.80	36-80	\$5,00		SERVEN	5000	5000	-610000	1904	10.00
ate fine Acarment	DE CE-200E		554.45	50.00	50 (e)	20.00	30.00	385.40	4, 10,	\$M7,6035	50.00	50.00	1000.00	10.0	3000
Payment	EP-23-2008	1714Y-J00B	\$1,000,49	(98)8.49	51,686.50	50.00	\$6-30		0.00	\$105MQ55	Skills	5000	5296.00	1158.66	50 St 80 1
Fee Payment	ET-22-2008		55.00	\$0.00	50.00	\$0.00	30.09	- 65 in		\$100,004,54	10.00	9000	-625600	150.00	10.8V
Fire Payment	RF-22-2008		-005.43	\$0.00	90.00	10.00	ides	450.62	1	130100434	50.00	2000	- 6090.00	26.00	10.81
National Print Floor	87.17-2008		55.00	30-09	36.00	50.00	10.00	\$5.00		\$107,004,04	50.00	51.00	-0.5100	158.42	50.tm
Late Fine Assessed	B110-3008		355.63	3146	10.00	30.00	36.00	10.40		SHITMAN.	\$0.00	10.00	-0191.00	2358.ACC	20.00
Fayrest	00.00.000	06-81-3008	21,048.66	00140	\$1,940.05	90.X0	tex	-		1907/204.14	\$0.80	30.00	\$150.00	- 50.mi	-30-00
The Payment	(4-20-2008		-0.40	10.60	90.00	50.00	50.00	45.00		5906,147,325	90.00	50.00	-6105.00	30.80	30.00
For Payment	De-20-2008		distant	10-00	50-00	\$8.54	\$0.00	483.40		5804,347,82	50.00	52.00	4150.00	165-94	30.00
Wire Smil Fee	Di-20-20W	1	53.00	94.29	90.00	50-10	30.00	(8-40		TANK 167 KI	M.10	2100	635636	1000	16.80
Late flee Assessed	CH-16-120W	-	100.44	90.00	90.00	30.00	31.60	101-0		\$100,147.10	30.00	50.00	6200.00	3884	\$0.00
	E5-15-20M	65-51-3000	11.00.49	2014-07	53,600,96		50.00	1000		-		91.00		-	50.81
Payters		22.07.000		-	M0000000	50.00		47.0		5100,14130	50.00	10.00	-0150.00	90.00	
Fool Equipment	85 (5 200A	-	-65.00	3149	90.00	36.00	56,00	13-36	-	\$945,717.96	30.00	-	4150.00	30.85	36.80
Allels Field Face	86 (5.308	-	35.00	\$1.60	50.00	30.00	56.00	\$1.39	-	19600016	90.00	50.00	4150.00	2540	\$100
Prymere	84.14-3008	5640-3600	31,079.69	-5971.34	53,894.60	30.70	38.00			\$369,311.65	50.00	51100	-5150.00	50 MARCH	300M

Tox Payment	PR 14.00W		488.40	30.00	5636	36-90	51.00	-680.40	\$304,203.54	50.00	30.00	- 400.00	C Shimil	\$ (368C)
Total Playments	04-14-2008		31.00	31.00	9600	30.30	30.00	-65 (8)	\$306,203,54	10.00	50.00	£156.80	-115.Az -	20.00
Wind Fine Falo	20-14-2008		11.00	11.00	90.00	30.00	16.00	131.60	18042213E	50.00	50.00	distant	208.42	1,00:00
Fagment	E11-16-200E	43-40-7909	TOWNER	6304	52,115.90	50:00	50.00		14907131	56.04	50.00	-0120-09	SHALL	\$8.00
Fine Pagarant	E1-16-76CE	-	10.00	56.00	50.00	50-00	50.00	-65.8K	5905174.69	55.00	50.00	4150.00	SHAD	35-xe -
Sink Plat Face	2005 St 10		31.00	54.00	90.00	31.90	30.00	55.00	9305,04.00	50.00	31.00	9110.00	184.47	(** \$5.46 ·)
ate fee Account	89-17-7008		315 42	36/39	10.00	10.00	30.00	(5).40	9805,174.10	\$0.00	3009	4110.00	THAT	20.00
Capitant	63.15.038	10-01-2006	11,066.49	-81001146	55.579.09	10.00	81.00	1000	190174.00	30.00	30.00	-0150.80	SORE	366.00
Free Payment	0.15-098	355.00	-95.90	50-09	50:00	16.00	91.00	-01/01	- 5 PHC 34VJ PM	10.00	31.00	- 4150,00	96-00	2040
Web First Fee	E0 15-2808		11.00	54.00	90-00	36.00	54.00	18.00	SM0.340.76	56.04	50.00	- \$150.0e	1140	9000
Fourter	E>10-2608	0146-0008	71,000 89	6.09.00	10,149,49	30.00	50.00	10.00	\$800,100,700	50.00	50.00	-0130.00	0000	50.00
Fire Foymens		51-95-300E	- 01.00		50.00	30.00	\$6.00	-45.86		10.01	50.00	-0110:01	30.00	91.00
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and the state of t	U-14-288	341-397	13,075.49	11,007,76	\$2,711.66	30.00	31,65		\$80,007.70	90.00	_	4130.80	194.00	- 90.00
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Payment	0.15367	33-86-2907	2945.65	151,364,69	50,19,62	11-00	10.00		- SUR, RM, ES	50.00	36.06	-6150.00	-395.an	9000
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LINE Fee Assessed	29-17-2007		549.76	51.00	\$3.00	50.00	50.00	\$40.70	\$296,466.26	50.00	30.00	STM 80	[05.40	58.66
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Paperon	DH-14-2907	94-01-2007	5991.95	41,103,24	50.109.23	60.60	fn en		\$291,799.50	96.00	50.00	5290.00	58.00	1100
Paperson	00.13.0007	99.01-20CT	Dist. 95	44,603.04	\$2,113,04	50.00	- So in		\$290,681.86	95.00	\$0.89	50000	50.00	70.00
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Egymans	86-57-2067	05.65-200F	5981.95	-14,613,49	1098.44	50 (%)	50.00		5,66,417,54	91.00	- 50.8s	-6100.00	-30.00	Serve
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Exhibit "15"



OMB Control No. 1557-0232 Expiration Date: 11/30/2015

AMENDED CUSTOMER COMPLAINT FORM Case #02903715

Please fill in this form completely. Mail or fax this completed complaint form to:

Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 1-713-336-4301 (Fax)

Once we receive your completed form, you will receive an acknowledgment letter containing your assigned case number. Please keep your case number for future contact with our office.

Helpful Hints:

Check to make sure your financial institution is a national bank or federal savings association (thrift). If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the statement.

Have you tried to resolve your complaint with your financial institution? The OCC recommends that you attempt to resolve your complaint with your financial institution first. Please contact your financial institution to allow them the opportunity to resolve your issue(s).

If your complaint involves more than one financial institution, you will need to submit a separate complaint form for each institution involved. You will receive separate case numbers for each institution.

Please Note:

We cannot act as a court of law or as a lawyer on your behalf
We cannot give you legal advice
We cannot become involved in complaints that are in litigation or have been litigated

YOUR INFORMATION

The Account Owner/Holder should complete this section. * - Indicates Required Fields *First Name: Middle Name: *Last Name: *Street Address: *City: *State: *Zip: *Phone: Email: What is the best way to contact you? Phone \(\Boxed{\text{Mail}} \) Mail \(\Boxed{\text{Email}} \) Email \(\Boxed{\text{Email}} What is the best time to contact you? Morning Afternoon Evening REPRESENTATIVE CONTACT INFORMATION If you want us to communicate with your attorney or other legal representative directly, please provide the information below. Your submission of this portion of the form authorizes our office to release information to your attorney or other legal representative if requested. Please check the following to indicate the type of relationship: Attorney Legal Representative Please indicate the type of authorization you have granted to your attorney or other legal representative: Power of Attorney \(\subseteq \text{Letters Testamentary} \subseteq \text{Court Appointed Executor or Administrator} \(\subseteq \text{Other} \subseteq \) If you are not sure of the type of legal authorization granted, please check your legal documents or consult with your attorney or other legal representative. Name of Representative: *First Name: Middle Name: *Last Name: *Street Address: *City: *State: *Zip: *Phone: Representative Email: What is the best way to contact your representative? Phone Mail Email What is the best time to contact your representative? Morning \(\square\) Afternoon \(\square\) Evening \(\square\)

FINANCIAL INSTITUTION OR COMPANY INFORMATION THAT IS SUBJECT OF THE COMPLAINT

Helpful Hint: If you do not know the name of your financial institution, check your account statement. The financial institution's name will be indicated on the account statement.

*Name of Financial Institution or Co	mpany:		
Street Address:			
*City:		*State:	Zip:
Phone:			
*Type of Account(s) (Check all that app	ıy): Deposit Account (Chec	king, Savings)	☐ Credit Card ☐
Loan Product (Consumer, Mortgage	, Home Equity) 🗌 Asset N	lanagement (Ti	rust Accounts)
Consumer Leasing Non-Deposit	Account (Investments)	Insurance	Other
Have you tried to resolve your complai	nt with your financial institution	on or company?	Yes 🗌 No 🗌
If Yes, when?	How? Phone Mail I	n Person 🗌 Ot	ther
Contact Name:	Title:		
Has your financial institution responde	d to you? Yes 🗌 No 🗌		
If Yes, when?	How? Phone Mail I	n Person 🗌 Ot	ther 🗌

COMPLAINT INFORMATION

Describe events in the order they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). Be as brief and complete as possible to make the explanation clear. Do not include personal or confidential information such as your social security, credit card, or account numbers.

Please be advised that the issues described in this complaint will be shared with the financial institution or company in question.

PRIVACY ACT STATEMENT

The solicitation and collection of this information is authorized by 12 U.S.C. 1. The information is solicited to provide the Office of the Comptroller of the Currency (OCC) with data that is necessary and useful in reviewing requests received from individuals for assistance in their interactions with national banks or federal savings associations (thrifts). The provision of requested information is voluntary. However, without such information, the ability to complete a review or to provide requested assistance may be hindered.

It is intended that the information obtained through this solicitation will be used within the OCC and provided to the national bank or federal savings association (thrift) that is the subject of the complaint or inquiry. Additional disclosures of such information may be made to: (1) other third parties when required or authorized by statute or when necessary in order to obtain additional information relating to the complaint or inquiry; (2) other governmental, self-regulatory, or professional organizations having: (a) jurisdiction over the subject matter of the complaint or inquiry; (b) jurisdiction over the entity that is the subject of the complaint or inquiry; or (c) whenever such information is relevant to a known or suspected violation of law or licensing standard for which another organization has jurisdiction; (3) the Department of Justice, a court, an adjudicative body, a party in litigation, or a witness when relevant and necessary to a legal or administrative proceeding; (4) a Congressional office when the information is relevant to an inquiry initiated on behalf of its provider; (5) Other governmental or tribal organizations with which an individual has communicated regarding a complaint or inquiry about an OCC-regulated entity; (6) OCC contractors or agents when access to such information is necessary; and (7) other third parties when required or authorized by statute.

I certify that the information provided on this form is true and correct to the best of my knowledge.

	I Certify	I Do Not Certify
Date: 1971	13 ON	
Signature:	MANDENN AGRER	

We will mail you a written acknowledgment within five (5) business days of receipt of your completed complaint form containing your assigned case number. Please utilize your case number for future contact with our office. If you have any questions regarding this case, please call 1-800-613-6743.

Exhibit "A"

Home Loan Serving + P.S. Bio 6905 + Halamano, NY 67905-4545

July 10, 2013

Anthony P Dicus 5950 LA Castana Way Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount subsitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST FAY TO BRING YOUR LOAN CURRENT:

8 8227,11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "Indymac Mortgage Services" and mail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank PO Box 4045 Kalamaroo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a NJD-approved housing counselor for counseling services. For a NJD-approved counselor, visit; http://www.hud.gov/offices/hsg/sfh/hcc/fc, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMac Mortgage Services, a division of OneMest Bank, FSB has a number
of programs designed to help borrowers who are struggling to make their
sortgage payment. We are committed to understanding your situation and
working with you in an effort to determine if you are eligible for
homeowner preservation options. Information on our programs is
available on our website at www.indymacmortgageservices.com, We look
forward to belping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. Nowever, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.







Exhibit "B"

IndyMac Mortgage Services.

Home Lines Servicing + 2900 Enperance Greening + Austria, TX 70758

July 24, 2013

Law Office of Ronald H. Freshman, Esq. Attn: Mr. Ronald H. Freshman, Esq. 3040 Skycrest Drive Fallbrook, CA 92028

RE:

OCC Case Number: 02903715 Mr. Anthony P. Dicus Loan Number: 3002357204

Property Address: 5950 La Castana Way, Sacramento, CA 95823

Dear Mr. Freshman

I am writing in response to the complaint that Mr. Anthony P. Dicus filed with the Office of the Comptroller of the Currency (OCC) on July 11, 2013. Included with the complaint is a letter dated July 11, 2013, that you wrote in response to our previous letter dated July 1, 2013. We received the complaint and the letter from the OCC on July 18, 2013. I appreciate this opportunity to address Mr. Dicus's concerns.

In your letter and Mr. Dicus's complaint, you assert that the loan is current. Additionally, you mention that payments were posted on March 4, 2013, April 3, 2013, April 29, 2013, and May 28, 2013. However, the referenced payments covered past due payments for November 1, 2012, December 1, 2012, January 1, 2013, and February 1, 2013, respectively. In support of your claim that the loan is current, you included a copy of his Loan Activity report, which contained payments from October 1, 2012, through May 28, 2013. Please note that this document confirms that the amounts we received were applied to past due payments.

For your convenience, I have enclosed a full transaction history for Mr. Dicus's loan. According to our records. his payment for August 1, 2008, was not posted until September 2, 2008, and his account therefore became one (1) month delinquent. Although we subsequently posted full payments on October 9, 2008, and November 24, 2008, we only received partial payments in December 2008. Consequently, the loan became further delinquent, and the payment we posted on January 21, 2009, was partially applied to the payment for November 1, 2008, with the remainder going into a suspense account. We did not receive any additional payments until after he filed for Chapter 13 bankruptcy on July 22, 2009. Although we received numerous payments throughout the duration of the bankruptcy, the payments we received were not sufficient to bring the loan current. If you believe the aforementioned transaction history is inaccurate, please provide additional information so that I may thoroughly research and address any issues.

Since the date of Mr. Dicus's bankruptcy fliing, we have sent 16 letters inviting him to apply for the Home Affordable Modification Program (HAMP). However, we have yet to receive an application from him. For additional information and instructions on applying for a modification, he may visit www.indymacmortgageservices.com.

In your letter, you state that our correspondence from July 1, 2013, contained incorrect information relating to the mortgage-backed security (MBS) in which Mr. Dicus's loan is pooled. I apologize for the miscommunication. The subject loan is pooled in the MBS identified as LXS 2007-4N, for which OneWest Bank, FSB, is the servicer, and Aurora Loan Services is the trustee.

As of the date of this letter, Mr. Dicus's loan is five (5) months delinquent and due for March 1, 2013. The loan has a past due balance of \$7,793.36, which does not include any foreclosure fees and costs. For the full amount to reinstate the loan, he may contact our Customer Service Department at 1,877,908.4357.

Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time. He may also contact our Customer Service Department at the number provided if he is interested in pursuing a repayment plan. This option would allow him to spread the delinquent amount over several months so that he can make monthly mortgage payments, plus a portion of the delinquent amount, with no additional late fees.

Based on the information set forth above, we believe that we accurately reported Mr. Dious's account to the credit reporting agencies in accordance with the Fair Credit Reporting Act.

If you have any questions regarding this letter, please contact me directly via email at james hougham@owb.com or by phone at 1.866.363.3091 Ext. 6261. I am available Monday through Friday, from 8.00 a.m. to 5:00 p.m. Central Time.

Respectfully,

James Hougham

Default Escalation Specialist IndyMac Mortgage Services, a division of OneWest Bank, FSB

Enclosure

CC: Office of the Comptroller of the Currency

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if a bankruptcy petition has been filed and there is either an "automatic stay" in effect in the bankruptcy case, or the debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

INDYMAC MORTEAGE SERVICES TRANSACTION HISTORY

LOAN NUMBER: 2002207204 Transaction Type	Date of Transation	Doe Date	Payment Recycl	Principal Payment	morret	Excrew Payment	Sasperas	Foot	FORK Free	Principal Salance	Encrew Salaria	Advence Statement Co	Suspense Substitute	Fee Selence	FORM FORM
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briganishen Faq	P165-200	00103-0000	111.00	50.50		ine	30.00	100.00	true	1200,423,11	50.00	_	1915.21	585 M	506.00
cate fee Assessed	06.17-2511	10 545-610	385.40	90.00	50.00	50-90	55-60	- ten re	100.00	\$799,411.13	56.00	50.00	91(1.1)	90.4	\$100.00
Topine II	0.000	6146-863	\$1,629.0	968.85	Promotion (Control	3640	10.00	-10.0		- SWARE I	50.00	-	9975.20	50.00	\$145.00
diction for	0.000	(0-23-201)	-511.80	\$0.00	*DESTRUCTOR	16.80	36.00		-111.00	1800,894,04	10.00	50.00	810.25	Scar	2185.60
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870 Charge	Rectues.	03-07-2018	\$145.00	\$0.00	10.80	30.00	50.00	-	\$1,40.00	189,855.%	51.00	50.00	1003.11	10.00	THEFT
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Faproid	(3-13-20)	10-05-0012	\$1,691.0	Jun 41	-concesses	56.00	90.00	_	-	THENNA	19.00	\$0.00	MILE	16.80	DOMEN
Papeatt	2110301	(848.00)	10090	3636.52	11,000 M	16.80	3030	-	-	1900,5et-01	20.00	30.00	800.11	10.00	SUMBH
Populari	12-64 (88)	9-0.00	31,629,12	3434.50	SURFE	90.36	3626	_	_	2505,587.60	50.00		5819.11	20,00	50,000 H
Pophere	0.46.260	69-11-3062	31400	5814.47	************************************	10.00	50.00	_	-	\$80,764.11	10.00		Dist. 14	- 50 m	CLINES
Poment	\$1.46.2012	06-01-2012	\$1,419.00	5412.49	\$1,016.70	30.00	90.00	_	-	\$304,356.56	10.1%		SWILT	- 60.8E	\$1,500.94
970 Chage	0+47,3117	13-26-2002	1145.00	50.00	90.00	30.00	30.00	_	\$145.00	1000000	\$6,00	5000	1931.11	\$0.00	20,000.84
Fajment	DR 16-2512	(946-812	30.6	3635.00	51,816,74	35.90	-: BLADE 18	_	_	18880.0	10-00	50.00	1515.15	90.00	SUBJERT.
Payment	98.85.3613	15-45-3612	\$1,679.10	3540	30.00	16.80	16,679.16	_	_	5105A25,45	19.66	-	(2,104.)4	50 MI	\$10,004.00
Faurieral	10.15 30LT	08495-2002	TL140.0	3008.IN	SLA29.77	50,88	-04031	_		\$305,805,45	\$1.80	50.00	30.00	- 40.00	DUBLES.
Pophers	65-13 (891	09-69-2062	1046	3494.34	\$1,762.79	10:08	548030	_		\$106,339.75	\$0.80	50.00	1005.72	30.00	SUBSER
Poyment	W-12-3017	00-01-2002	11,146.63	30.00	30.00	\$1.49	55,548.43	\vdash		\$896,896.03	53.96	50.00	55,676.31	50.00	SUNDAY
Palyment	60-17-3042	69-63-2012	31,148.63	3604.30	51,614.60	50.40	540030	_	_	- 5406,6W-11	55.76	5000	5047144	50.00	SUBSTAN
Pagement	00-11-0013	01/01/2012	31,14640	\$400.50	\$1,634.65	30.00	-0460.02			1900,640.44	50.00	5000	7 January	30.00	SUNDAY
Popularii	0141-001	1140-3813	21,140.62	3400.70	\$1,639.43	36.00	-049531			EX06.040.74	50.00	3680	1000.00	30.00	\$000.04
MO Charge	TH-19-1901	THRESES	1145.00	30-20	50:00	30.00	36.00	_	THERE	\$306,840.0e	\$1.85	5600	35,500,34	C Miles	3000m
Programme	E1-10-2017	£3-am-366.tr	11,146.60	30.60	50-08	36.96	15,7866			\$506,843.00	\$6.86	5000	11,769.14	S \$640 h	TAXISAN
heconting Cost	65-25-2603	31.96.3663	320.00	30.60	\$0.49	\$0.09	30.00		\$11.80	\$100,000,00	\$9.96	5100	\$600.00	90.00	DURM
Address fine	RC-15-3047	11/88-2012	160	30.60	3090	2000	30.00		\$45.00	\$106,640,04	N.B	21.00	\$129,52	9000	50,03794
Paperent	es 15-380	3149-880	\$1,148.62	EHFM	5,200,00	30.00	-5109.74			\$100,040.00	35.60	90.00	369.50	2000	15,000.64
Facilitati	(1.06-01)	98-60-301K	BL146.62	1296.17	50,090,79	9696	4109.76			STORESOLDS	95-90	51.00	(29k3)	90.00	\$83,033.84
Naurynos fedural	(3.09-00)	9946-9853	11,341,60	30.00	90.00	16,101.26	10,00			1969,287,20	31,350,00	11,305.00	31000	- 20:00	\$6,352,84
Payment	C1-10-900 E	(9-6)-30(3)	31,146.62	329.36	13,011,76	30.09	609.74			\$89(2112)	36.00	51,000,00	3876.00	30,00	SUSSE
Popratrii	99-12-3981	494-00-2012	71,346.6	5365.44	53,064.90	\$2.00	6376.74			SWEND PE	\$6.00	\$1,000,00	15,056,74	91-00	BUSDA
Pagement	(9-13-20)	6749-3965	\$1,366	58636	SLNEAD		\$170.76			5806,796.21	50.00	31,510,00	31,165.46	56.00	T5.150.84
Velptator Etabutherana	100,000	96 (F-304)	-61,816.00	90.00	30.00	\$1,411.00	31,00			5310,004.77	51,130,00	51.00	SUMA	\$100	10,310,00
M/O Charge	08-24-3011	11.96-2017	5145.00	36.56	96.00	5000	95.00		\$145.00	\$100,000.77	\$0.00	50.00	SLNAK	C56400	53,050,94
Pagement	10.10-2011	4116-2010	Store	30.00	50.00	36.00	Since			\$550,654.77	90-80	\$2,00	\$1,044,0	90.00	SUBSTRIC
Tryment	SW 40-601	438:361	1109.70	\$0.00	50.00	50.00	\$109.70			\$985,016.77	90.00	90.00	\$1,364.23	3100	\$5,000,66
Taymore	29 40 30 1	00-40-3011	11,149.60	SHORE	13,596.72	5000	609.74		- 10	\$30,000.75	\$6.00	50.00	S1.184.52	55.00	\$1,007.04
Cartic Front Subsphissor	0.5 (5-26)	45-61-261	50.00	5210.75	51,067-62	5049	45,627,86			500,0741	\$600	5640	\$1,541.04	5000	\$1,067,84
Tagement .	ET (8 (H))	(0.01.00)	71,146.60	50.00	56.00	51.00	SLIMAS			SHAFFER	90.00	10.60	93,870,63	56.00	\$8,007.84
Parect	RT 18-3911	(0-01/06)	1440.30		-	16.00	340.36			\$700,177.16	90,00	50.00	September 1	20:00	\$1,007.84

Parises.	130 00 30	1001011	03,346.62	Distant	51,044.50	1000	503634	ŀ	15	MI LOTO	10.00	MAG	District I	See and	DUBLISH
Taylor.	198'00'90	10000000	141010	No.	100.00	10.00	5453.10		119	DOMESTIC:	16.30	3600	DOMESTIC: 12	20.00	10,007.84
Appen	1380 OF 40	29-60-0019	(140.43)	20.00	90.00	311.00	300 0		111	DEMMES	Spinot.	20.00	1790	2008	13,411.84
Tarana .	190 (0 to 10	1049-001	1134640	100034	11,691.79	10.00	40000		- 10	2110,010,012	Scene	01.00	100000	20.00	55,801,845
Stands from languistin	1000000	4044.001	10.00	6,033.00	11,000,00	Serve	61,00134		15	Stitution in	50.46	50.00	1128 50	20.00	53,007.64
figurates	1100 1100	40.04.061	5388.00	56,000	50-00	50.00	Spent and		53	S111,161,000	90.00	20100	11,004,001	9000	TLUSTER-
Paper I	1001001	19/03/03/1	11,346.40	1296.21	ti, min	50.00	4038.34		11	SHI, MADE	10.00	26.00	2000.00	- 00:00	51,3813#.
Table 1	2943.961	10-51-0040	21,348.02	1130.10	\$2,071.00	81.60	40909		10.	THE ASSESSMENT	Section	20.00	91,110	9000	\$1,400 per
and Court	1345-3861	12-10-0112	55490	8.0	26.00	10.00	8.00	1980	*	S111,860.50	10.00	20.00	S1316.00	9890	Signified.
Agrees	198707.08	2000-2012	544576	pag	96.00	101.00	Saut 3s		181	\$111.MC-43	and .	line.	\$1,710.0M	2008	11,041,04
Parties	1836 04-48	1048-9000	1,1886	1101.17	\$4,073.29	19.00	488.34		-	DISTANCACE.	1180	0.00	1986.12	3000	10,002,007
Auch from however	10 to 10 to	10-01-2010	20.00	1081.60	11,175,34	39 Oct	41,294.79		-	DESCRIPTION THE	20.00	50.00	200.0	300	619039
Partners	MARKET	3045,000	Creary)	20.00	5100	20.00	34453		- 24	2012 100.40	20.00	20.00	34 340 200	26.00	5136234
Stylenst	1000 0000	20000000	11,14612	1541.08	80,000.60	20.00	466.04		- 51	S113,186,43	No. of	30.00	BUNNON	96.00	\$2,862.84
a deministration	BOD (17 CB)	13-30-001	111.00	10100	16.00	111.00	10.00	15	111.08 111	\$112,547.4H	20.00	2008	STATE OF	9000	Special
Appropria	10.10 (888	1940-0010	31,046.6	1139.09	14,539.00	18.00	-186.34		111	THE SECOND	2000	20.00	TARON.	2000	Schille.
Taylor II	13.36 MWH	100,000	5404.10	33.8	26.00	30.00	549A.33		- 25	SHEET AND SHEET	None	20.00	31,800 US	986	COMME
Parties	10.0000	1000,000	90009	50.00	50.00	10.00	9400.84	H	- 01	0144,475,500	90.00	20.00	DIATES	3000	12,000,30
Februik	100000	8104,3898	11,148.67	1100.60	\$1,007.34	20.00	586.14	H	10	STEEL ACTUAL	10.00	96.00	SUMEZ SO	2000	11,000,04
Auch fuer bagener	100.000	96-01-0389	8000	110011	11,187,29	90.00	41,234.N		- 54	SPECIALISM	10.00	- pares	Strawell Strawell	88	10,000.04
Synant	00079100	0645-5099	Seators	808	56.00	20.00	Satura TR		- 88	S811 790.816	50.00	10,00	SUMMER	90.00	Spattas.
Sprint	100 10 100	09000000	Dishest.	138.78	\$1,400 Add	11.00	406.34	ŀ	- 61	SALL PIG. DR	10.00	20.00	D., 512.00	200	53,851,84
James Company	69 O 988	0.60.000	56633	200	10.00	10.00	5400.33	H	100	SHILAND AN	90.00	20.00	SLOSS ACT	26.00	STARTERS -
Puplient	the de atte	0.00.000	SL34646	919	Stations	St. Or.	III Samuel	H	-	OLD MAKE	10.40	40.00	State of	64.00	digital as
BO Chara	M.C. (200)	0.00.00.0	Chet.oo	O. C.	00'00	- Carre	CL AN	1	Girken Co.	CHO #0.68	900	20.00	100.00	900	CARLES
		20.00	1			Ì	1100.70		¥	-	1	100		-	An age age
The state of	200.000	1000000	Or Apparel	11000			1	t		C111-00-00-00	1000	40.00	1000	910	11 11 11
Acute Sans Sansons	10 11 10 to	00000000	Chick	4000	40 000 00	1	dayon be	t	1		1000	200	10.00	910	O 345 04
The Parent	111111111111111111111111111111111111111	1000000	440.00		0100	1	200	100	10	Court and an	1	Str. Co.	10.00	000	C 38 86
Partiest	MA C 500	2000	5404.10	1	50.00	100	Same and	ŀ	1	1011100100	20.00	50.00	Section 10	100	12 34 54
Parties	OCCUPANT.	0.00.00.00	6112846	dried to	44 600 10	1	Ass. va	t	-00	Cont. ton. ca	1	1000	Carthal	Sec.	C) NO. 84
	1000	20000000	100130	P	Co. Co.	þ	ALEGO NA	t			-	100		Catan	O SECTION
		1	0.000		1	t		t	1	1					
						ı		t	1				ı		
Tables of the Control	D111-003	10011001	III See al	Man	Same		-	+		TAXABLE PARTY	NO.		THE PERSON NAMED IN		
Tanahan a	2000	1001000	and a	1		ı	2000	t	1	Mana			Burn		
and the relation				100		İ		t	1	-					1000
Carticipate Lagerite	THE STATE OF	10-01-0004	No.	200,10	1174	N I	27,000,00	t	1	DATE NO WE	200	NO.	20110	Date	11.70.00
Papitani	B-11-010	99999	ELPHAND.	4123.00	11,770,200	BOIL	20.80	t	1	THE CASE IN	00'00	No.	10,000 Ja	345.47	25,796.84
Parties	MINGE	890198	E-M-II		No.		11,004,00	+	1	SELLITZ.	No.	No.	SAM N		Shirt and the
The rest	100	2017/100	SERVICE			ı	Shann	t	1	SHAFFE		1		1	H 74 H
ŀ	10000	1000000	19.00	No.	1	-		t	-			2000			11 100 11
Cutto have beginning	0.000	1050-050	1000	100	The Party		11,090.01			THE PERSON NAMED IN	No.	1	No. of Lot	1	Home
Total Payment	200		The same of		NW	İ	1	100	8	Decree of					1
a state of	W-12-000	1000	200.00			1	Janes and	t	1	S S S S S S S S S S S S S S S S S S S		1	1	1000	N. P. B.
Partie	10011000	90-01-00OH	11,046.61	97099	True and		No.			THE PERSON	NO.		The second	2000	17.00.00
Walter of the	N-0-03		21.7	20.00	New	No.	No.	200	1	MANA	No.	No.	Tal.	1000	31,750
Michelle	10000	15-86-0002	Shellon S	84	New	a a	1	20	84.0	104114	N.	100	Inna	5100 and 3	Shikes.
Number	11 10 10 10	08:81:408M	13,384.0	6756.51	51,000.18	1	D.M.	+	9	DATE 14	No.	No.	James LD	thm at	SIMIM
Minni of the	10 3+ SBB		181.34	10.00	18.39	MM	90.80	001.79	100	2,39443	20.00	2000	1000.12	1133.60	STALBS
Paper	10 (a late)	1000 (040)	11,044.00	1000	11,090.01	20.00	317.40		100	0.8440	800	200	Tental.	100.00	SHIP
Women of time	10.51.50M		941.14	10.H	60.00	2	Mil	10110	-	1002.07.29	800	0000	1910.44	100.40	SIMILE
Parland	10.04.000	40011000	21,146.62	012.89	11,461.57	lo m	10:09		PM .	DADAMAS	10.00	20,000	1903.44	1203.04	SUMER.
Water of Nee	13.96.099		20140	10.00	20.00	30.00	20,00	40040	100	1,811.29	20.00	20.00	180,00	dimin.	NOME AN
Apparents free	9475788	10.00/10/1	0.00.00	1	New	No.	New	30	Strine 188	ATTITUTE OF	N/A	2	H	2000	2000
Agraet	444104	10-01-1086	10,0442	1104.40	Statement	mm	200	+	2	1115,011.20		NO OF	THE PERSON	Saul LT	0,411.20
Minimum of the	99 IF 2028		Bittell	10.00	99.00	No.	100,000	00140	-	TYON THE	10.00	None	3903.00	Dellar.	20,411.84

Adjusted Let	69:50-040V	18 99 2011	\$790.00	Sp-ine	\$6.80	80.00	20.00		533039	5000,404.20	96.00	31.00	\$80.86	SHEEDS.	\$2,403.84
Tuperbal his	06-21-2009	13-90-0903	911.00	50.00	toice	10.00	10-40		111.00	\$101,409,23	30.00	30.00	\$900,84	289600	5225184
Fayereri	86-71-000	0145-0009	30.00	966.60	18,365.00	91.60	10.00			50140610	30.00	50.00	\$110.09	1260	\$2,250,94
Fagnerit	(0.23-200)	10.49 0904	500400	148.65	11407.00	10.00	1911.00			\$611,019.79	36-24	\$1.00	\$410,00	SPRING	122504
Water of Fee	09-21-0088		317.4H	10.00	\$6.00	16.00	\$0.00	01149		504340.60	\$0.00	90.00	2565-515	529806	\$1,200.84
of Charge	29-11-0009	E2 90 (DE)	911-00	10.00	1n-00	\$6.00	10.00		111.09	\$550,000,00	60.00	10.00	196.50	\$400.40	11,250,84
Service first	D-0-100	to Michigal	576.84	36.00	50.00	10.00	38.06		1791.80	SYNUMERO	90.00	511.00	19650	5435.46	11,115,84
Appareling Gird	Em 21-76/FE	18.80-202	545.00	\$50.000	50.00	20.00	50-09		545.00	53055030	9600	10.00	19550	(411.41	51,264.00
Tels: Pulling	06.75.0009	(3-99-892)	967.60	- 50-00	14.60	11.00	10-00		9675.00	- 519/10/10	5680	to ou	1965.53	1415.43	\$1,404.00
Appropriate	29-23-2923	13 10 2912	\$545.00	50.00	16.00	10.00	10.80		0140.09	\$10,000	50.00	30.00	EMILES	040540	1:364-00
Inspension for		-					_		-		-	50.00	980.00	- 5400.40	534400
Late for Riversell	DV-21-2088	13.40.3807	511.00	9.5	56.00	31,85	30.80	Delta de	fi1.00	- \$613,790.00	50.00		STATE OF THE PERSON NAMED IN	-	-
THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAME	07-94-2089		957.45	30.86	58.00	16.00	50.00	21146	101.00	300,000,00	5000	65.60	586.50	545545	5211-00
Projection Per	9/24/2009	6.96 (692)	511.00	50.00	(0.00	58.00	50.00		10100	\$200,000.00	51-08	buss	554.50	5196.Nr	Philips.
WILLIAM TIME	0.0000	11-96 20 U.	81100	38.06	53.69	30.00	50.10	2000	311.00	- \$104,00000	80.00	51.00	2305.50	THEO	B111-00
Late Fee Rosecard	E5-16-1008	-	98140	50-08	50.60	10.00	50.00	297,416	-	HULTON	1000	50.00	291,50	11000	- 823230
Properties Ass	ES-45-0009	19:30-3002	511.69	\$0.00	50.00	50.00	je.m	-	\$11.00	\$100,000.00	56.00	30.00	399359	SMSST	Striller
BFO Charge	DH 32 (MIR	19.963662	\$545.00	35.69	\$6.00	51.00	50.00		5045-00	\$20,9630	50.00	55.00	\$165.55	SHGW	\$200.00
ure fee Roseard	04 (4-298)		857.48	50.80	56.60	\$0.00	50.80	337.48		\$300,00000	96.00	50.00	206.53	20000	.570.00
respectative First	25 24-2088	13-90-9992	811.00	50.90	58.00	50.80	20.80	_	E1300	1805,59030	2000	50.80	2147.53	\$39134	570.00
and the Accessed	EIR 64C-2088		357.46	50.00	59.00	50.00	30.90	SYT48		1208,590.99	55.00	Julius.	244.53	108116	54000
Inspection fine	10:03:000	10/09/2007	811,00	36.00	(5.04	18.00	39.76		511.00	:: \$164/G596	95-00	30.00	EMEST	SHE	544.00
Labe free Appropried	EE 01-3889		\$17.40	3600	\$0.00	10.00	39.09	28740		\$194,000.00	51,00	30,00	2365.50	128.76	171,00
Publish Fed	00-00-2009	31-99-3012	\$31.09	\$6.09	50.60	31/9	30.98		\$31.00	\$795,000.00	90.00	50.00	330350	500EJE	51000
Raymont	\$01-G3-2909	\$1445.000M	61,200.00	-9410.25	\$1,679,94	50.69	504.50			\$100,790.90	58.00	\$6.00	994550	50000	\$0.00
ata ter koronel	04:04:0009		\$37.46	90.00	\$4,60	10.60	\$0.40	313.46		\$109,940.35	50.00	\$0.00	9410-016	\$1006.38	\$33.00
Payment	(2-96-798)	13-81-0909	5191.00	10.60	59.00	50.00	5710.90			-1009,94039	5000	\$1.00	141000	140045	100.00
repetition Fine	12-04-1008	15 90 990	\$11.00	90.00	56.00	10.00	50.00		551.00	1109,940.35	56-00	\$6.80	530000	5000.00	500.00
Lain for Assessed	\$2-140-0000		20144	16.60	59.00	31.00	30.20	D11.44		\$309,940.95	51.00	50.00	\$100.00	Scolars	193.00
Pagneri	32 06 2008	111/11/2006	1256.00	700.000	\$2.00	30.00	\$210.00			\$309,540.10	50.00	\$9.90	1100.00	668.82	3111.00
ra .	12-04-1008	10-01-2508	12,001.46	9490.11	\$1,707.60	10.00	Seas			\$800,940,05	50.00	50.50	- 611030	95847	500.00
Reported Fee	11-24-2008	16-99-2012	\$11,00	\$6.00	50.40	\$5.00	50-86		513.80	5300,W1.44	56.00	50.00	-519036	588.47·	511.00
Port Dayments	13 DA 390W	1	50100	50.00	50.00	50.00	16-60	50.00	-	\$300,N/CAV	56.00	Strang	4256.00	398.41	30.00
NR Pest Fee	(3-54-388)		tirties	25.40	10.00	10.60	10.00	10.00		1300, VEL 44	\$0.00	1000	SUSPEN	100.42	36.00
un für Briefeld	11-17-1900	_	551.43	50.40	50.04	50.00	50.00	101.41		100,001.44	50.00	- 10.00	-025000	585AE	200
Cautest	10-10-100	CH 413-200/W	\$1,000.00	-0496.54	51,768.03	ja in	30.10	200		\$100,001,44	50.00	30.00	SH040	36.00	50.00
You Playforms	\$1-01-2008	1212300	-51.00	10.80	\$0.00	30.10	30.00	-53.00	_	STORAGERO	95.00	30.00	5190 m	56.00	10.00
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are flee Assessed	DE-16-2208		100.43	90.08	90.00	30-00	31.60	10140		\$100,187.10	\$0.00	50.00	4150.00	310.42	\$0.00
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LINE Fee Assessed	29-17-2007		549.76	51.00	\$3.00	50.00	50.00	\$40.70	\$296,466.26	50.00	30.00	STM 80	[05.40	58.66
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Promise	DK-98-0007	06401-2007	5983.95	41,170.46	\$2,186.40	39.06	\$0.00		\$594,000,04	95/99	50.00	Since	Salare II	30.00
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Paymont	05-13-2007	05-03-2007	5991.95	-01.000.00	12,107,80	10.00	19.09		100,611.90	90.00	30.00	6256.00	55.86.00	5600
Paperon	DH-14-2907	94-01-2007	5991.95	41,103,24	50.109.23	60.60	fn en		\$291,799.50	96.00	50.00	5290.00	58.00	1100
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Egymans	86-57-2067	05.65-200F	5981.95	-14,613,49	1098.44	50 (%)	50.00		5,66,417,54	91.00	- 50.8s	-6100.00	-30.00	Serve
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Exhibit "C"

Account Information as of Loan Number Interest Rate Principal Balance Escrow Balance Unapplied Funds Funds Advanced by IMS (1,2) Principal Paid YTD Interest Paid YTD Property Taxes Paid YTD Hazard Insurance Paid YTD For statement questions, lease call Customer Service at 1.800.781.7399 08/01/13 Payment Options Principal and/or Interest Escrow Optional Products(2) Other(2) Cayment Amount 1 Past Due Payment(s) Total Payments Due Unpaid Late Charges 2 Returned Payment Fees Other Unpaid Charges(2) 3 Funds Advanced by IMS (1,2) Total Amount Due After 08/16/13 please pay: (3) Transactions Since Last Statement (A) Minimum P&I Payment This is the minimum amount that must be paid. As the interest rate may change monthly, this "minimum" payment amount may not be enough to pay all of the monthly interest due. If this occurs, the unpaid interest is then added to your loan balance. (B) Interest Only Payment Payment applied only to interest due for month. No funds are included to reduce the loan's principal balance. Payment option is only available if the interest only amount due is at least as much as the minimum payment. amount due. (C) Fully or 15-Year Amortized Payment The principal and interest due. It is calculated using the current interest (determined by adding index plus margin) and the balance over the remaining term (D) Principal/Deferred Interest Positive amounts in this section mean the loan balance has decreased. Negative amounts in this section mean the monthly interest due was not satisfied with the last payment resulting in an increased loan balance.

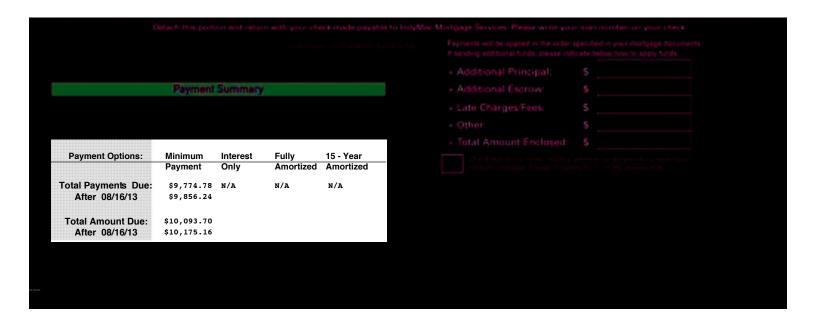


Exhibit "D"

Law Office Ronald H. Freshman, Esq.

3040 Skycrest Drive Fallbrook, CA 92028 Office 858-756-8288 Fax 206-424-0744 ronfreshman@gmail.com

Date: July 29, 2013

IndyMac Mortgage Services, a division of OneWest Bank, FSB Attention: James Hougham Default Escalation Specialist 2900 Esperanza Crossing Austin, TX 78758

Via: U.S. Mail - Certificate of Mailing

Re: OCC Case Number 02903715

Anthony P. Dicus

Purported Loan #3002357204

Correspondence received; dated July 24, 2013

Address: 5950 La Castana Way

Sacramento, CA 95823

DISPUTE OF DEBT

Dear Mr. Hougham:

This letter is in response to the letter we received from you dated July 24, 2013 regarding our client, Mr. Dicus' and his complaint filed with the OCC.

Your letter contains misstated facts and ignores bankruptcy court orders.

Contrary to the information provided in your letter, you have misapplied Mr.

Dicus' payments in contravention of the U.S. Bankruptcy Court order and Chapter 13

discharge of Mr. Dicus' debts which include satisfaction of all arrearages you claim

remain delinguent.

Pursuant to said order, Mr. Dicus' arrearages and payments were deemed by the Court to be current as of July 20, 2012 (see enclosure).

By your own records, subsequent to said order, you received the following:

- 1. 08-15-2012 \$1,148.62, claiming a due date of 04-01-2012;
- 2. 08-15-2012 \$1,629.13, claiming a due date of 05-01-2012;
- 3. 10-01-2012 \$1,629.13, claiming a due date of 06-01-2012;
- 4. 11-01-2012 \$1,629.13, claiming a due date of 07-01-2012;
- 6. 12-04-2012 \$1,629.13, claiming a due date of 08-01-2012;
- 7. 12-26-2012 \$1,629.13, claiming a due date of 09-01-2012;
- 8. 01-23-2012 \$1,629.13, claiming a due date of 10-01-2012;
- 9. 03-04-2013 \$1,629.13, claiming a due date of 11-01-2012;
- 10. 04-03-2013 \$1,629.13, claiming a due date of 12-01-2012;
- 11. 04-29-2013 \$1,629.13, claiming a due date of 01-01-2013;
- 12. 05-28-2013 \$1,629.13, claiming a due date of 02-01-2013; which is the last payment on your schedule (sent), due to OWB's refusal to accept Mr. Dicus' June payment, claiming it was not enough to "BRING YOUR LOAN CURRENT" (See enclosure).

From the July 20, 2012 order, in which the Court ruled Mr. Dicus' payments were current and arrearages paid, through May 1st of your schedule, 10 payments were due to be paid and 11 payments have been paid. In fact, you have been overpaid based on on your own schedule and the Court order. OWB has misapplied all Mr. Dicus' payments since.

All your junk fees, late fees and such have been illegally added; the only payment not on your schedule, Mr. Dicus also paid timely but OWB refused to accept it when paid (see enclosure.)

We are attempting to correct your records but you continue to allege Mr. Dicus is delinquent and in "default" when he is not.

Find enclosed the "MOTION TO DEEM CURRENT" and resulting "CIVIL MINUTE ORDER" which discharged and satisfied all payments to OWB as of July 20, 2012.

Please confirm in writing and rectify your accounting mistakes and misapplication

of Mr. Dicus' payments; remove any and all late payment and "junk" fees; and correct

any erroneous corresponding credit reporting information provided to all three

repositories.

Let us know if you are incapable of correcting your records so we can determine if

a new lawsuit needs to be filed or the bankruptcy case reopened to address OWB's

violation and contempt of the bankruptcy discharge injunction.

Mr. Dicus has incurred and continues to incur, far too many legal fees he should

not have to, merely because of OWB's accounting incompetence and refusal to comply

with the Court Order.

Please advise your disposition of these issues forthwith as OWB's intimidation and

infliction of emotional distress on the Dicus family is appearing to be intentional rather

than merely negligent by refusing to accept Mr. Dicus' payment(s) and the constant

threats to pursue foreclosing on the Dicus' home. OWB's accounting irregularities, is in

our view, a breach of contract (should one be determined to exist between OWB and

Mr. Dicus et al.) and tortious.

Time is of the essence in this matter.

Sincerely,

Ronald H. Freshman, Esq.

Plener H. 2

Attorney for Anthony P. Dicus

Enclosures

CC: APD; OCC

This is an attempt to correct your records. Any information obtained will be used for that purpose.

3

Case 09-35241 Filed 10/19/12 Doc 69

331 J. Street, Ste 200 Sacramento, California 95814 Telephone: 916-443-1009 Attorney For Debtors UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA SACRAMENTO DIVISION In re:) Case No.: 2009-35241-B-13J ANTHONY P. DICUS) MCN: ACK-7 AND LILIA E. LOPEZ,) MOTION TO DEEM CURRENT Debtors) DATE: December 4, 2012 TIME: 9:32 a.m. JUDGE: Hon. Thomas Holman LOCATION: 501 I Street, 6th Floor, Courtroom 32 Sacramento, CA 95814 MOTION TO DEEM CURRENT The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and through their attorney, Aaron C. Koenig, move this Court to	
UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA SACRAMENTO DIVISION In re: Ocase No.: 2009-35241-B-13J ANTHONY P. DICUS Ocase No.: 2009-35241-B-13J MCN: ACK-7 AND LILIA E. LOPEZ, Ocase No.: 2009-35241-B-13J AND LILIA E. LOPEZ, Ocase No.: 2009-35241-B-13J AND LILIA E. LOPEZ, Ocase No.: 2009-35241-B-13J AND LILIA E. LOPEZ, Ocase No.: 2009-35241-B-13J AND LILIA E. LOPEZ, Oca	
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13 14 Sacramento, CA 95814 15 MOTION TO DEEM CURRENT The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and through their atternoy. Agree C. Keepig, mayo this Court to	
MOTION TO DEEM CURRENT The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and through their atternor. Agree C. Keepig, more this Court to	
The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and	
through their atternor Asron C. Koonig more this Court to	
through their attorney, Aaron C. Koenig, move this Court to	
grant the Motion to Deem Current for post-petition amounts.	
This motion is being filed pursuant to FRBP 3002.1	
20	
1. The Debtors filed their Chapter 13 bankruptcy case on Jul	У
22, 2009. The debtor's 1 st Amended Plan was confirmed on	
November 13, 2009. There were no other amended or modified plans filed or confirmed.	
24	
25	

Case 09-35241 Filed 10/19/12 Doc 69

- 2. Pursuant to the confirmed plan, the debtor's classified the holder of their first mortgage as a Class 1 Claim. The monthly contract installment was listed at \$1,148.62. See Exhibit A.
- 3. On October 5, 2009 the holder of the 1st mortgage filed a claim listing the monthly contract installment to be \$1,148.62.

 See Exhibit B.

- 4. The debtor has made every payment required under the Plan and made his last payment on July 25, 2012. On August 1, 2012 the trustee issued a notice of completed plan payments stating that the debtor has made every payment required under the plan. See Exhibit C
- 5. On September 11, 2012, the trustee filed a Notice of Final Cure Mortgage Payment. On October 1, 2012, the holder of the 1st mortgage filed a response to the final cure payment and stated that the debtor was not current on his ongoing monthly mortgage statement and owed \$8,780.90 in post-petition payments. On the creditors response the ongoing monthly mortgage payment is listed at \$1,629.13. See Exhibit D
- 6. Pursuant to FRBP 3002.1(h), on motion by the debtor or the trustee "the Court shall, after notice and hearing" determine whether the debtor has cured the default and paid all required post petition amounts."
- 7. In our case the debtor has satisfied his burden in proving that he has paid all post-petition amounts. First, the Plan and the $1^{\rm st}$ filed claim both state that the ongoing monthly mortgage payment is \$1,148.62. Second, the trustee has issued a notice that all payments that have been required have been made.

Case 09-35241 Filed 10/19/12 Doc 69

Third, the holder of the 1 st deed of trust has not filed any
statement with the court or mailed to the trustee any notice
that the mortgage payment has increased. Pursuant to FRBP
3002.1(b), a creditor is required to file with the court and
serve upon the trustee when there has been any change in the
payment amount no later than 21 days before the payment is due.
In our case, no such document was ever filed with the court and
attached as a document to the original filed claim.

8. Therefore, since the debtor has made all of the required post-petition payments according to the creditors filed claim and no notice was ever given to the trustee or the court regarding a change in the payment amount, the court should deem the debtor current on all post-petition amounts.

WHEREFORE, the Debtor respectfully requests that the Court enter an order that the debtor has paid all post-petition amounts that were required.

Dated: October 18, 2012

THE LAW OFFICES OF AARON C. KOENIG

BY: /s/Aaron C. Koenig
Aaron C. Koenig
Attorney for Debtor

Case 09-35241 Filed 12/10/12 Doc 78 UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA CIVIL MINUTE ORDER

Case Title: Anthony P. Dicus and Lilia E. Case No: 09-35241 - B - 13J

Lopez

Date: 12/4/12 **Time**: 09:32

Matter: [69] – Motion/Application to Deem Current [ACK-7] Filed by Debtor Anthony P.

Dicus, Joint Debtor Lilia E. Lopez (msts)

Judge: Thomas Holman Courtroom Deputy: Sheryl Arnold

Reporter: Diamond Reporters

Department:

APPEARANCES for:

Movant(s) : Respondent(s) :

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre–petition default owed to and have paid all required ongoing monthly post–petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012

Thomas C. Holman

United States Bankruptcy Judge

Home Loan Serving + P.S. Bio 6905 + Halamano, NY 67905-4545

July 10, 2013

Anthony P Dicus 5950 LA Castana Way Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount subsitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST FAY TO BRING YOUR LOAN CURRENT:

8 8227,11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "Indymac Mortgage Services" and mail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank PO Box 4045 Kalamaroo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a NJD-approved housing counselor for counseling services. For a NJD-approved counselor, visit; http://www.hud.gov/offices/hsg/sfh/hcc/fc, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMac Mortgage Services, a division of OneMest Bank, FSB has a number
of programs designed to help borrowers who are struggling to make their
sortgage payment. We are committed to understanding your situation and
working with you in an effort to determine if you are eligible for
homeowner preservation options. Information on our programs is
available on our website at www.indymacmortgageservices.com, We look
forward to belping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. Nowever, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.







Exhibit "16"

Law Office Ronald H. Freshman, Esq.

3040 Skycrest Drive Fallbrook, CA 92028 Office 858-756-8288 Fax 206-424-0744 ronfreshman@gmail.com

Date: July 29, 2013

IndyMac Mortgage Services, a division of OneWest Bank, FSB Attention: James Hougham Default Escalation Specialist 2900 Esperanza Crossing Austin, TX 78758

Via: U.S. Mail - Certificate of Mailing

Re: OCC Case Number 02903715

Anthony P. Dicus

Purported Loan #3002357204

Correspondence received; dated July 24, 2013

Address: 5950 La Castana Way

Sacramento, CA 95823

DISPUTE OF DEBT

Dear Mr. Hougham:

This letter is in response to the letter we received from you dated July 24, 2013 regarding our client, Mr. Dicus' and his complaint filed with the OCC.

Your letter contains misstated facts and ignores bankruptcy court orders.

Contrary to the information provided in your letter, you have misapplied Mr.

Dicus' payments in contravention of the U.S. Bankruptcy Court order and Chapter 13

discharge of Mr. Dicus' debts which include satisfaction of all arrearages you claim

remain delinquent.

Case 14-02127 Filed 03/01/14 Doc 1

Pursuant to said order, Mr. Dicus' arrearages and payments were deemed by the Court to be current as of July 20, 2012 (see enclosure).

By your own records, subsequent to said order, you received the following:

- 1. 08-15-2012 \$1,148.62, claiming a due date of 04-01-2012;
- 2. 08-15-2012 \$1,629.13, claiming a due date of 05-01-2012;
- 3. 10-01-2012 \$1,629.13, claiming a due date of 06-01-2012;
- 4. 11-01-2012 \$1,629.13, claiming a due date of 07-01-2012;
- 6. 12-04-2012 \$1,629.13, claiming a due date of 08-01-2012;
- 7. 12-26-2012 \$1,629.13, claiming a due date of 09-01-2012;
- 8. 01-23-2012 \$1,629.13, claiming a due date of 10-01-2012;
- 9. 03-04-2013 \$1,629.13, claiming a due date of 11-01-2012;
- 10. 04-03-2013 \$1,629.13, claiming a due date of 12-01-2012;
- 11. 04-29-2013 \$1,629.13, claiming a due date of 01-01-2013;
- 12. 05-28-2013 \$1,629.13, claiming a due date of 02-01-2013; which is the last payment on your schedule (sent), due to OWB's refusal to accept Mr. Dicus' June payment, claiming it was not enough to "BRING YOUR LOAN CURRENT" (See enclosure).

From the July 20, 2012 order, in which the Court ruled Mr. Dicus' payments were current and arrearages paid, through May 1st of your schedule, 10 payments were due to be paid and 11 payments have been paid. In fact, you have been overpaid based on on your own schedule and the Court order. OWB has misapplied all Mr. Dicus' payments since.

All your junk fees, late fees and such have been illegally added; the only payment not on your schedule, Mr. Dicus also paid timely but OWB refused to accept it when paid (see enclosure.)

We are attempting to correct your records but you continue to allege Mr. Dicus is delinquent and in "default" when he is not.

Find enclosed the "MOTION TO DEEM CURRENT" and resulting "CIVIL MINUTE ORDER" which discharged and satisfied all payments to OWB as of July 20, 2012.

Case 14-02127 Filed 03/01/14 Doc 1

Please confirm in writing and rectify your accounting mistakes and misapplication

of Mr. Dicus' payments; remove any and all late payment and "junk" fees; and correct

any erroneous corresponding credit reporting information provided to all three

repositories.

Let us know if you are incapable of correcting your records so we can determine if

a new lawsuit needs to be filed or the bankruptcy case reopened to address OWB's

violation and contempt of the bankruptcy discharge injunction.

Mr. Dicus has incurred and continues to incur, far too many legal fees he should

not have to, merely because of OWB's accounting incompetence and refusal to comply

with the Court Order.

Please advise your disposition of these issues forthwith as OWB's intimidation and

infliction of emotional distress on the Dicus family is appearing to be intentional rather

than merely negligent by refusing to accept Mr. Dicus' payment(s) and the constant

threats to pursue foreclosing on the Dicus' home. OWB's accounting irregularities, is in

our view, a breach of contract (should one be determined to exist between OWB and

Mr. Dicus et al.) and tortious.

Time is of the essence in this matter.

Sincerely,

Ronald H. Freshman, Esq.

Plener H. 2

Attorney for Anthony P. Dicus

Enclosures

CC: APD; OCC

This is an attempt to correct your records. Any information obtained will be used for that purpose.

3

Case 09-35241 Filed 10/19/12 Doc 69

1 2	Aaron C. Koenig SBN 255387	NIG
3	331 J. Street, Ste 200 Sacramento, California 95814 Telephone: 916-443-1009	
4	Attorney For Debtors	
5	UNITED STATES BANKRUPTCY COURT	
6	EASTERN DISTRICT OF CALIFORNIA	
7	SACRAMENTO DIVISION	
8	In re:	ase No.: 2009-35241-B-13J
9	ANTHONY P. DICUS) M	CN: ACK-7
10	AND LILIA E. LOPEZ,	OTION TO DEEM CURRENT
11	D. D.	ATE: December 4, 2012
12	J	IME: 9:32 a.m. UDGE: Hon. Thomas Holman
13	6	OCATION: 501 I Street, th Floor, Courtroom 32
14	Sacramento, CA 95814	
15	MOTION TO DEEM CURRENT	
16	The Debtors, Anthony P. Dicus and Lilia E. Lopez, by and	
17	through their attorney, Aaron C. Koenig, move this Court to	
18	grant the Motion to Deem Current for post-petition amounts.	
19	This motion is being filed pursuant to FRBP 3002.1	
20		
21	1. The Debtors filed their Chapter 13 bankruptcy case on July	
22	22, 2009. The debtor's 1 st Amended Plan was confirmed on	
23	November 13, 2009. There were no other amended or modified plans filed or confirmed.	
24	prans fired of confirmed.	
25		

Case 09-35241 Filed 10/19/12 Doc 69

- 2. Pursuant to the confirmed plan, the debtor's classified the holder of their first mortgage as a Class 1 Claim. The monthly contract installment was listed at \$1,148.62. See Exhibit A.
- 3. On October 5, 2009 the holder of the 1st mortgage filed a claim listing the monthly contract installment to be \$1,148.62.

 See Exhibit B.

- 4. The debtor has made every payment required under the Plan and made his last payment on July 25, 2012. On August 1, 2012 the trustee issued a notice of completed plan payments stating that the debtor has made every payment required under the plan. See Exhibit C
- 5. On September 11, 2012, the trustee filed a Notice of Final Cure Mortgage Payment. On October 1, 2012, the holder of the 1st mortgage filed a response to the final cure payment and stated that the debtor was not current on his ongoing monthly mortgage statement and owed \$8,780.90 in post-petition payments. On the creditors response the ongoing monthly mortgage payment is listed at \$1,629.13. See Exhibit D
- 6. Pursuant to FRBP 3002.1(h), on motion by the debtor or the trustee "the Court shall, after notice and hearing" determine whether the debtor has cured the default and paid all required post petition amounts."
- 7. In our case the debtor has satisfied his burden in proving that he has paid all post-petition amounts. First, the Plan and the $1^{\rm st}$ filed claim both state that the ongoing monthly mortgage payment is \$1,148.62. Second, the trustee has issued a notice that all payments that have been required have been made.

Case 09-35241 Filed 10/19/12 Doc 69

Third, the holder of the 1^{st} deed of trust has not filed any		
statement with the court or mailed to the trustee any notice		
that the mortgage payment has increased. Pursuant to FRBP		
3002.1(b), a creditor is required to file with the court and		
serve upon the trustee when there has been any change in the		
payment amount no later than 21 days before the payment is due.		
In our case, no such document was ever filed with the court and		
attached as a document to the original filed claim.		

8. Therefore, since the debtor has made all of the required post-petition payments according to the creditors filed claim and no notice was ever given to the trustee or the court regarding a change in the payment amount, the court should deem the debtor current on all post-petition amounts.

WHEREFORE, the Debtor respectfully requests that the Court enter an order that the debtor has paid all post-petition amounts that were required.

Dated: October 18, 2012

THE LAW OFFICES OF AARON C. KOENIG

BY: /s/Aaron C. Koenig
Aaron C. Koenig
Attorney for Debtor

Case 09-35241 Filed 12/10/12 Doc 78 UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA CIVIL MINUTE ORDER

Case Title: Anthony P. Dicus and Lilia E. Case No: 09-35241 - B - 13J

Lopez

Date: 12/4/12 **Time**: 09:32

Matter: [69] – Motion/Application to Deem Current [ACK–7] Filed by Debtor Anthony P.

Dicus, Joint Debtor Lilia E. Lopez (msts)

Judge: Thomas Holman Courtroom Deputy: Sheryl Arnold

Reporter: Diamond Reporters

Department:

APPEARANCES for:

Movant(s): Respondent(s):

CIVIL MINUTE ORDER

The matter was unopposed. The court made the following ruling without findings.

IT IS ORDERED that the motion is granted. Pursuant to Fed. R. Bankr. P. 3002.1(h), the court finds that as of July 20, 2012, the date of completion of the confirmed chapter 13 plan, the debtors have cured the pre–petition default owed to and have paid all required ongoing monthly post–petition payments that came due during the term of the confirmed plan to secured creditor OneWest Bank, FSB. Except as so ordered, the motion is denied.

Dated: December 10, 2012

Thomas C. Holman

United States Bankruptcy Judge

Home Loan Serving + P.S. Bio 6905 + Halamano, NY 19905-4045

July 10, 2013

Anthony P Dicus 5950 LA Castana Way Sacramento CA 95823 0000

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount subsitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST FAY TO BRING YOUR LOAN CURRENT:

8 8227,11

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "Indymac Mortgage Services" and mail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank PO Box 4045 Kalamaroo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a NJD-approved housing counselor for counseling services. For a NJD-approved counselor, visit; http://www.hud.gov/offices/hsg/sfh/hcc/fc, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMac Mortgage Services, a division of OneMest Bank, FSB has a number
of programs designed to help borrowers who are struggling to make their
sortgage payment. We are committed to understanding your situation and
working with you in an effort to determine if you are eligible for
homeowner preservation options. Information on our programs is
available on our website at www.indymacmortgageservices.com, We look
forward to belping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. Nowever, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.







Exhibit "17"







IndyMac Mortgage Services.

trans Lord Servicing + P.C. Stor Half + Kalamana, M. #800: 4047

August 05, 2013

Anthony P Dious 5950 LA Castana Way Sacramento CA 95823 0000

ME: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the amount subsitted does not represent the total amount due to bring your loan current at this time.

TOTAL YOU MUST DAY TO BEING YOUR LOAN CURRENT:

9937,70

You may make your payment by money order, certified or mashier's check, or by personal check. Please make your check payable to "Indyman Mortgage Services" and mail it to the following address:

Indymac Mortgage Services, A Division of CoeMest Bank PO Box 4045 Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 5:00 a.m. to 9:00 p.m. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a HUD-approved housing counselor for counseling services. For a HUD-approved counselor, visit: http://www.hud.gov/offices/heg/sfb/hoc/fc, or call the coll-free bousing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMac Mortgage Services, a division of OneNest Bank, PSB has a number of programs designed to help borrowers who are struggling to make their sortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com. We look forward to helping you with a solution for your financial situation.

Respectfully,

Loan Resolution Department IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Exhibit "18"

InduMe: Mintpage Services a Director of One West Bank 6: PO Box 9042 Serverula: CA 92589-9042

Send Payments to Indultar Mortgage Bervices a Division of One West Bank to PO Box 4045 Salamanos MI 49003-4045

Send Correspondence to: IndyMac Mortgage Services a Division of One West Bank to PO Box 4545 Kelamagoo, MI 49003-4048



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PRESORT First-Class Mail U.S. Postage and Fees Part WSD

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ե-իրելիկնեկինկիրըերեկն-իզկիրդեվն ANTHONY DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

recd 8/12/13



Home Loan Servicing 1900 Beating Drive Kalemanic, MI 49000

08/07/2013

ANTHONY DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

RE: Loan Number:

3002357204

Property Address:

5950 LA CASTANA WAY

SACRAMENTO, CA 95823

Dear ANTHONY DICUS:

We would like to assess your financial situation and explore potential options that may be available to you to avoid forcelosure. Please corract us as soon as possible for this purpose.

You may contact us by phone toll-free at 1-877-908-4357 during business hours to discuss potential options for avoiding foreclosure. Our representatives will be available to speak to you if you call this toll-free number during business hours.

You may also obtain homeowner counseling by calling 1-800-569-4287 toll-free to receive a list of HUD-certified housing counseling agencies in your area.

Additional resources are available to you at our web site at the following link:

http://www.owb.com/PaymentAssist/

Please contact us to assess your financial situation and explore potential options that may be available to you to avoid foreclosure.

Sincerely,

IndyMac Mortgage Services, a division of OneWest Bank, FSB Lean Resolution



This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



IndyNac Mortgage Services is Division of One West Bank to PO Eco 1042 Temecula, CA 92595-9047

Send Payments to Ind/Mac Montgage Skrvicas a Dunision of One Weel Barris 6 PG 8tx 4045 Karangoo, MI 48003-4045

Send Correspondence to Intellia: Mortgage Senices a Disson of One West Bank is PO 80x 6045 Kalamacco, Mt. 49003-4045



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U.S. Postage and
Fees Past
WSO

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Home Loan Servicing: 6000 Seamor Drive Kalamayoo, M. 49009

08/07/2013

LILIA E DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

RF Lean Number:

3002357204

Property Address:

5950 LA CASTANA WAY

SACRAMENTO, CA 95823

Dear LILIA E DICUS:

We would like to assess your financial situation and explore potential options that may be available to you to avoid foreclosure. Please contact us as soon as possible for this purpose.

You may contact us by phone toll-free at 1-877-908-4357 during business hours to discuss potential options for avoiding foreclosure. Our representatives will be available to speak to you if you call this toll-free number during business hours.

You may also obtain homeowner counseling by calling 1-800-569-4287 toll-free to receive a list of HUD-certified housing counseling agencies in your area.

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Sincerely.

IndyMac Mortgage Services, a division of OncWest Bank, FSB Luan Resolution



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HH-1P1



Exhibit "19"

IndyMac Mortgage Services.

Home Load Servicing + P.S. Box 6005 + Halamano, MI 67005-6505

September 04, 2013

Anthony P Dicus 5950 LA Castans Way Sacramento CA 95821 0000 Pico 9/1/18

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the ascust subsitted does not represent the total ascust due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 11648.29

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "Indymac Mortgage Services" and sail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank per Book 4045 Enlamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or seject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to Working With you toward a positive solution.

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Respectfully,

-

Loan Resolution Department IndyMac Mortgage Services, a Division of CneWest Sank, PSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Case 14-02127 Filed 03/01/14 Doc 1

CHASE ON THE BILL PAYMENT PO BOX 15044 WILMINGTON DE 19850-884

(800) 412-6236

Tp

No.

Circles

Apply 30. Acct 3002357204

ANTHONY DICUS 1950 LA CRITANA WAY BACRAWENTO CA 95829-5601

18/30

273781521 25-3440 08-26-2013

Pay ONE THOUSAND BIX HUNDRED TWENTY-NINE AND 19/100

Dollars

Bulablillandian Hallada balabillanda bilandi

SOTHER ON HE WAS JUST THE HIS SECTION OF SE INDYMAC MONTGAGE SERVICES PO BOX 78826

PHOENIX AZ 85062-8826

\$1,629.13

Check Void After 60 Days

Phopas Chare Stark, N.A. Constitut, Onc.

273781521 CO440000376

658533013#



Exhibit "20"

IndyMac Mortgage Services.

Home Line Serving + F.O. Rockleth + Assessmen H (MSS-656)

September 27, 2013

Anthony P Dicus 5950 LA Castana Way Saurwsento CA 95823 0000

PR: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the account subsitted does not represent the total secunt due to bring your loan current at this time.

TOTAL TOU MUST PAY TO BRING YOUR LOAN CURRENT:

8 11729.75

You may make your payment by money order, certified or cashler's check, or by personal check. Flease make your check payable to "Indymac Mortgage Services" and mail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank NO Box 4045 Kalamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or reject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Flease contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8.00 a.s. to 9.00 p.s. Eastern Time. We are committed to working with you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a NCD-approved housing counselor for counseling services.

For a NCD-approved counselor, visit:
http://www.hnd.gov/offices/hsg/sfh/hcc/fc, or call the toll-free housing counseling telephone referral service at 1.900.569.4287, These services are usually free of charge.

Other resources available to belp prevent foreclosure:
IndyMac Mortgage Services, a division of OneWest Bank, FSS has a number
of programs designed to belp borrowers who are struggling to make their
mortgage payment. We are committed to understanding your situation and
working with you in an effort to determine if you are eligible for
homeowner preservation options. Information on our programs is
available on our website at www.indymacmortgageservices.com. We look
forward to belging you with a solution for your financial situation.

Respectfully,

Loan Resolution Department IndyMac Mortgage Services, a Division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

IndyMac Mortgage Services, and a supplementary real +09-30-2810Km P.O. Bex 4045 * Halamazoo, MI 49003-4545 menzonema \$000.4 202,415 \$41L12000 ւթյլիսես Ուրլիե վիկիիի բանակերերեր 96023 65 IAC-CHB CHASE O Apple 30. Appl 3002357204 278219787 25-3/40 ANTHONY DICUS 5800 LA CASTANA WAY CHASE ONLINE BILL PAYMENT 09-23-2013 PO BOX 15044 SACRAMENTO CAMBID-HILT WLMINGTON DE 19850-584 (800) 472-5298 Dollars

Pay ONE THOUSAND SIX HUNDRED TWENTY-NINE AND 19/100

\$1,629.13

WITE BPC 6H 616 1006 - \$762-6FBF 9 OF 24 INDYMAC MORTGAGE SERVICES PO BOX 78826 PHOENIX AZ 85062-6826

Check Void After 90 Days es flare, N.A. Colombus, Ohio

Charles ...

#278219787# #044000037#

Hadaddhadhaddadadaddhadddadadl

658533013#



Exhibit "21"

IndyMac Mortgage Services.

Home Load Servicing + P.S. Box 6005 + Halamano, MI 67005-6505

September 04, 2013

Anthony P Dicus 5950 LA Castans Way Sacramento CA 95821 0000 Pico 9/1/18

RE: Loan Number: 3002357204

Thank you for your recent payment. However, we are returning this payment as the ascust subsitted does not represent the total ascust due to bring your loan current at this time.

TOTAL YOU MUST PAY TO BRING YOUR LOAN CURRENT: \$ 11648.29

You may make your payment by money order, certified or cashier's check, or by personal check. Please make your check payable to "Indymac Mortgage Services" and sail it to the following address:

Indymac Mortgage Services, A Division of OneWest Bank per Book 4045 Enlamazoo, MI 49003-4045

If you make a payment by personal check and it is returned to us for insufficient funds or for any reason, your loan will not be brought current. We reserve the right to accept or seject a partial payment of the Total You Must Pay to Bring Your Loan Current listed above, without waiving any of our rights herein or otherwise.

If you are facing financial challenges, it is important that we work together to find an alternative solution.

Please contact us immediately to discuss possible solutions by calling 1.800.781.7399 today. Customer Service Representatives are available to assist you Monday through Friday from 8:00 a.m. to 9:00 p.m. Eastern Time. We are committed to Working With you toward a positive solution.

If you are having difficulty making your contractual mortgage payments due to your current financial situation, we suggest you contact a MUD-approved housing counselor for counseling services. For a MUD-approved counselor, visit: http://www.hud.gov/offices/hsg/sfh/hcc/fc, or call the toll-free housing counseling telephone referral service at 1.800.569.4287. These services are usually free of charge.

Other resources available to help prevent foreclosure:
IndyMan Mortgage Services, a division of OneWest Bank, FSB has a number of programs designed to help borrowers who are struggling to make their mortgage payment. We are committed to understanding your situation and working with you in an effort to determine if you are eligible for homeowner preservation options. Information on our programs is available on our website at www.indymacmortgageservices.com, We look forward to helping you with a solution for your financial situation.

Respectfully,

-

Loan Resolution Department IndyMac Mortgage Services, a Division of CneWest Sank, PSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.

Case 14-02127 Filed 03/01/14 Doc 1

CHASE ON THE BILL PAYMENT PO BOX 15044 WILMINGTON DE 19850-884

(800) 412-6236

Tp

No.

Circles

Apply 30. Acct 3002357204

ANTHONY DICUS 1950 LA CRITANA WAY BACRAWENTO CA 95829-5601

18/30

273781521 25-3440 08-26-2013

Pay ONE THOUSAND BIX HUNDRED TWENTY-NINE AND 19/100

Dollars

Bulablillandian Hallada balabillanda bilandi

SOTHER ON HE WAS JUST THE HIS SECTION OF SE INDYMAC MONTGAGE SERVICES PO BOX 78826

PHOENIX AZ 85062-8826

\$1,629.13

Check Void After 60 Days

Phopas Chare Stark, N.A. Constitut, Onc.

273781521 CO440000376

658533013#



Exhibit "22"

IndyMac Mortgage Services, a division of OneWest Bank", FSB #88 Branco Drive • Kalamasos, MI (2001)

October 17, 2013

#EWNDXCT #E684027532003103#

months to bold

MORTGAGE LOAN NUMBER 3002357204
PROPERTY ADDRESS: 3050 La Cietaria Way
Sacramento CA 95823

Your Adjustable Rate Mortgage is scheduled for an interest rate and payment change.

Your new minimum payment will be effective on December 01, 2013.

As per the terms of your sote, your interest rate may have changed each month. Below is a history of interest rate changes that have occurred since the last payment change.

Interest and Index History

Payment Effective Date	Interest Rate	Index	Margin	Minimum Month! Payment
12/13	4,00000%	0.14400%	3.80000%	\$1,629,13**
11/13	4.000007%	0.14900%	3.800000%	
10/33	4.00000%	0.15300%	3.800000%	
09/13	4.00000%	0.15900%	3.80000%	
08/13	4.00000%	0.16300%	3.800000%	
07/13	4.00000%	0.16900%	3.800000%	
06/13	4.00000%	0.17400%	3.800000%	
05/13	4.00000%	0.17800%	3.80000%	
04/13	4.60000%	0.17800%	3.80000%	
03/13	4.00000%	0.17500%	3.800000%	
02/13	4.00000%	0.17200%	3.9000056	
01/13	4.60000%	0.16600%	3.80000%	
12/12	4.00000%	0.16000%	3.80000%	\$1,629.13

New principal and interest payment calculated using a projected principal balance of \$293,669.38.

Minimum Payment Option

This payment is considered the minimum principal and interest payment you are required to pay under the terms of your note. Effective with your December 01, 2013 billing statement, your minimum monthly payment will be as follows:

Principal and interest payment	\$1,629.13
Escrow payment	\$0.00
Total monthly payment	51,629,13

Your December 01, 2013 payment is a fully amortized payment. As your loan's interest rate may yary from month to month, this fully amortized payment amount may become insufficient to payoff this loan at its maturity. If this occurs, any impaid interest that is the result of the payment not sufficiently covering the interest due will be added to your balance.

The terms of your loan require that your principal and interest payment not increase or decrease by more than 7.50% from your previous principal and interest payment due to payment caps.

Amortized Principal and Interest Payment Option

For the month of December 2013, the above minimum payment amount is the same as the fully amortized principal and interest payment amount. To pay off your loan at maturity requires payment of the amortized principal and interest payment of \$1,629.13 with the total amount broken down as follows:

Principal and interest payment	\$1,629.13
Escrow payment	\$0.00
Total monthly payment	\$1,629.13

This fully amortized payment is only effective for the December 01, 2013 payment. Each future monthly interest rate change will also affect your fully amortized payment and these changes will be reflected in each billing statement.

Please note that this payment option is only available if the amortized payment amount due is at least as much as the minimum payment amount due.

Interest Only Payment Option

In addition to the Minimum Payment and Amortized Principal and Interest Payment options, you may be presented with the option to make an Interest Only Payment. Please note that this payment option is only available if the interest only amount due is as least as much as the minimum payment amount due.

If you have questions, please contact our Customer Service Department at 800.781.7309.

Representatives are available Monday through Friday, from 8.00 a.m. until 9.00 p.m. (Eastern Time).

This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankrisptcy petition and there is either an "automatic stay" in effect in your bankrisptcy case, or your debt has been discharged pursuant to the bankrisptcy laws of the United States, this communication is intended solely for information purposes.

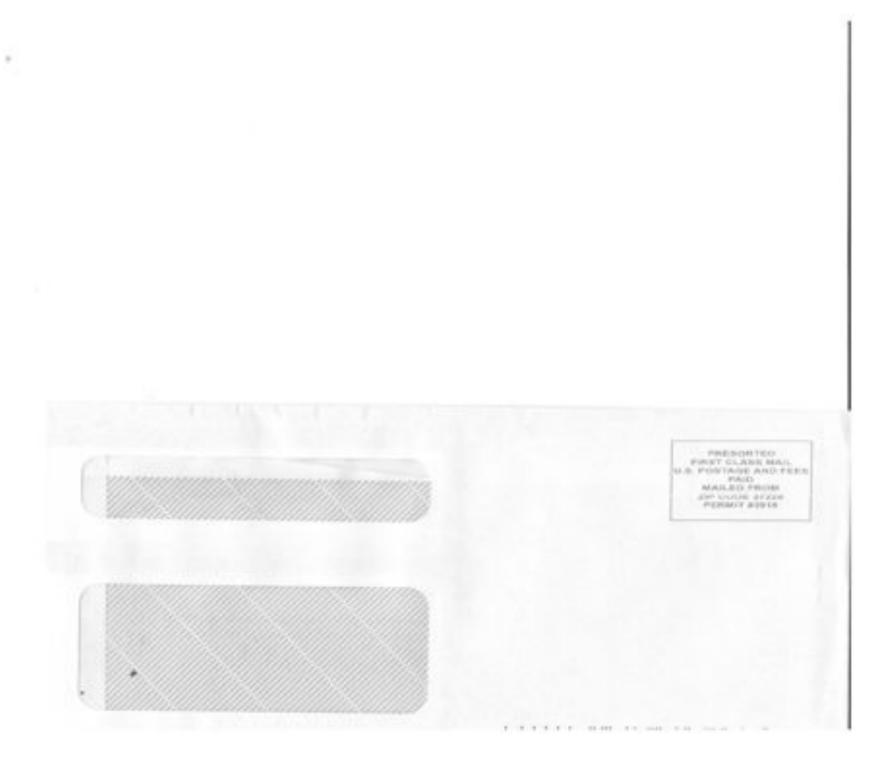


Exhibit "23"

Anthony Dicus 5950 La Castana Way Sacramento, Ca 95823 916-395-2326

November 6, 2013

Ocwen Loan Servicing, LLC Attn: Customer Service Department PO Box 24738 West Palm Beach, FL 33416-4738

Oowen Loan Number: 7191037055 Re:

Previous Loan Number: 3002357204

Property Address: 5950 La Castana Way Sacramento, CA 95823

Dear Sirs:

Pursuant to your Notice of Servicing Transfer, find enclosed my first payment inclusive af:

The payment purportedly due on November 1, 2013 in the amount of \$1,629.13;

Past payments improperly rejected by OneWest Bank, FSB d/b/a IndyMac Mortgage Services, a division of OneWest Bank®, FSB ("OWB") for the payments purportedly due on 07/01/2013, 08/01/2013, 09/01/2013, 10/01/2013 in the amount of \$1,629.13 each.

The total amount therefore enclosed is \$8145.65. This payment thus brings the purported account current.

I have also received a "Notice of Default and Election to Sell Under Deed of Trust" ("NOD") which is improper as I was not then and am not now "in default." All my payments have been paid on time since the Order during my Bankruptcy and Order on my Motion to Deem Current as ruled on 12/10/2012. This means, OWB has been in violation of the discharge injunction while continuing to collect payments OWB claims were owed during the Bankruptcy and ruled current by the Court. OWB has wrongfully added all sorts of fees for its own accounting mistakes that must be removed.

I request that you facilitate filing a rescission of the NOD in order to alleviate further. legal costs that will be incurred if you refuse to wrongfully reject my payments as OWB has done.

Notice of Legal Representation

You are further notified that I am represented by legal counsel. You have my express permission to discuss in my stead, any issues related to this purported account with my attorney Ronald H. Freshman who will also be sending you a Qualified Written Request. on these issues with an accounting of the servicing mistakes made by OWB.

Anthony Dicus 5950 La Castana Way Sacramento, Ca 95823 916-395-2326

November 6, 2013

This is an Attempt to Settle This Account

I am providing this letter and payment(s) as part of settlement negotiations. Nothing contained herein may be used against me in any prejudicial way in any litigation or constitutes any admission on my part that 1) I am in default (I am not); 2) that you or anyone else is the actual "lender" or "holder" of the purported note or deed of trust allegedly executed at the time of financing the purported "loan" transaction; or that 3) you, OWB, Deutsche Bank National Trust Company as Trustee of the IndyMac INDX Mortgage Trust 2007-AR11, Mortgage Pass-Through Certificates, Series 2007-AR11 Under the Pooling and Servicing Agreement Dated April 1, 2007, have any right(s) authority(ies) or remedy(ies) under such purported note or deed of trust. I expressly reserve all rights to argue these points and others in any action against you or these other entities.

Time is of the essence in this matter.

Sincerely

Anthony P. Dicus

Enclosures

Case 14-02127 Filed 03/01/14 Doc 1



nthony Dicus 950 La Castana Way acramento, Ca 95823

> Ocwen Loan Servicing, LLC Attn: Customer Service Department PO Box 24738 West Palm Beach, FL 33416-4738



OCWEN Loan Servicing, LLC P.O. Box 785063 Orlando, F2, 32878-5063

(Do not send any correspondence or payment to the above address):

WWW.DCWEN.COM

(46) 12/18/13

December 11, 2013

Anthony P. Dicus

5950 Le Castana Way Sacramento, CA, 95823.

RE: Loan Number:

7191037055

Property Address:

5950 La Castana Way Sacramonio, CA 95823

Dear Anthony P. Diess:

OCWEN would like to take this opportunity to thank you fit your recent communication regarding the above referenced loss. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern#1 You stated that you have sent us payments in the amount of \$1,629.13 and \$8,145.65 for the month of November 2013. to make your account current and requested us to review and ensure the application of these payments to the loan.

Response

We acquired the servicing rights of the loan on November 4, 2013, from IndyMac Mongage Servicers, with the loan due for the March 1, 2013 payment.

As per prior servicer data you had filed for Bankruptcy Chapter 13 on July 24, 2009, which was discharged on June 12,

Please note that, as per the review the response to the notice of final cure was filed on September 11, 2012 and response for the same was filed on October 1, 2012 stating the post potition due was in the atmount of \$8780,90 and the due date reflecting on the linar is valid and correct.

A review of our records indicates that the funds received on November 5, 2013 and November 14, 2013, in the amount of \$1,629.13 and \$8,145.65 have been rejected and returned back to you.

Please be advised that if the loan is delinquent, we do not accept partial payments and the funds remitted towards the loan should be in the reinstanement amount, unless the loan is approved for an alternative payment option. In the event you remit a partial or uncertified payment, the same would be returned to the remitter. Accordingly the aforementioned payments were returned to the remitter.

We have submitted a request for a reinstatement quote with a good through date of Decumber 20, 2013, to be sent to your attention. This will provide you with an iteratived breakdown of the amount required to reinstate the loan. Please be advised there may be fees and expenses that are incurred, which will be assessed to the lists on a later date.

Please note that we have already updated our records to reflect Royald H. Freihman, as authorized to receive information pertaining to the above loan.

For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (900) 746-2936.

BROWNERS IN I

Case 14-02127 Filed 03/01/14 Doc 1



OCWEN Loan Servicing, LLC P.O. Biss 78506J Orlands, FL 32878-3063

(Dis not send any correspondence or payment to the above address)

WWW.OCWEN.COM

We trust the information provided has fully addressed your concurn. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the ansivers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

> Oewes Loss Servicing, LLC Attention: Research Department P.O. Bux 24736 West Palm Strach, FL 33416-4736

Secondly,

Abmid, Eresd Research Department Ocwes Loan Servicing, LLC

BROWNSTREET 3



Exhibit "24"



WWW.OCWEN.COM

November 12; 2013:

PAST BUE CONTACT NOTICE

(xid 11/18/13

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ANTHONY P. DÍCIS 5950 La Castera May SACRAMENTO CA. 95823-3621



Loan Number: 2101055055

Property Address: 5950 La Castana Way, Socramento, CA 95823-0000

Drar Borowetter.

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA

Esta notificación es de suma importancia. Porde afectar su derecho a continuat viviendo en su casa. Si no estiende su contenido, obtenga una traducción menediatamente o contáctenos ya que tenémios representantes que hablan español y están disposibles para mistra.

At Octoon, we strive to provide service that will exceed your expectations. Having complete and accuste information is the first step in ensuring you receive this service. We are here to build a numually beneficial relationship, recitly any problems, resolve any issues, and assist you with your needs. Therefore, we are sending you this letter to inform you that our records indicate that your mortgage loss payment due on 03/01/2013 has not yet been received, and, unfortunately, your payment in new past due.

A late charge has been assessed on your account, which will reflect in the CURRENT AMOUNT DUE as of \$17/12/13. You are required to pay this late charge, unless you can document that the payment was made in full and on time.

ITEMIZATION OF CURRENT AMOUNT BUE

Procept and Interest Payment	\$14.662.17
Escrew Payment	50,00
Escrow Advances	50.00
Current Late Charges	\$407,30
CURRENT AMOUNT DUE	515,669,47

It is very important that you pay the CURRENT AMOUNT DUE immediately as this delinquency may result in adverse credit reporting and/or a formal domand notice for all uniounts due on your loan. Payments must be made by Money Gram, Check or Money Order and made payable to Ocwen Loan Servicing, LLC. Please send all payments through one of the methods below:



LATER



WWW.OCWEN.COM

PAYMENT REMITTANCE INFORMATION (always include Loan # 7191817085 with your payment).

Money, Grant

Receive Code: 2393 City: Orlendo St. FL Loan > 71900XTeSS Chemight Address:

Clevery Loan Serveing, LLC 1961 Worthington Road, Soite 100 Wort Palm Beach, FL 33409 Advancer, Cadacring Department VIA Regular Mod.

Ocreo Lisso Servicing, LLC P.O. Bex 6440 Carel Styano, B. 60197-6440

Important Notice for Castomers in Colorado

Ocwen Lean Servicing, LLC maintains an office in Benver, Colorado that accepts in-person payments. For other account importer, please call on at (800) 746-2936 or visit our website. www.ocwen.com.

Address

1776 S. Jackson Stoot, 1900

Denver, CO 90210

Telephone:

(303) 327-8955

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon occeleration, your total obligation will be immediately due and payable without further demand.

If you are unable to make your payments, please contact our Customer Care Center intendiately at: 1-800-746-2936 to expect a marring with an associate to discuss mortgage essistance options and explore options to assoid foreclosure. We have enclosed a lot of documentation you may want to have available before you call. Associates are available to assist you Monday to Friday 8:00 are to 9:00 pm. Saturday 8:00 are to 5:00 pm and Sanday 9:00 are to 9:00 pm ET.

Important Natice for Centomers in Washington

You may contact the Department of Financial Institutions, the Washington State Blar Association, or the statewise civil legal and Institute for possible assistance or referrals. Contact information for these resources is included in the Notice of Pre-Foreclessas Options enclosed with this letter.

Additionally, a HUD counseling agency may be able to provide you with assistance. To becate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800)569-4287 or consult HUD's website at 1999; HUD ages.

Ocwen will work with bankraptcy lawyers, foreclosure defense lawyers, bousing counselors, and other authorized representatives of our customers. However, we will only release information once your written authorization has been obtained, in required by law.

If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available regarding your delinquent mortgage loan. While our primary objective in the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current.

Please visit our website at www.Dewes.com where you can review your account and enter your financial information at your conversance.

Seconds:

Ocwen Loan Servicing, LLC



LATERS

Case 14-02127 Filed 03/01/14 Doc 1

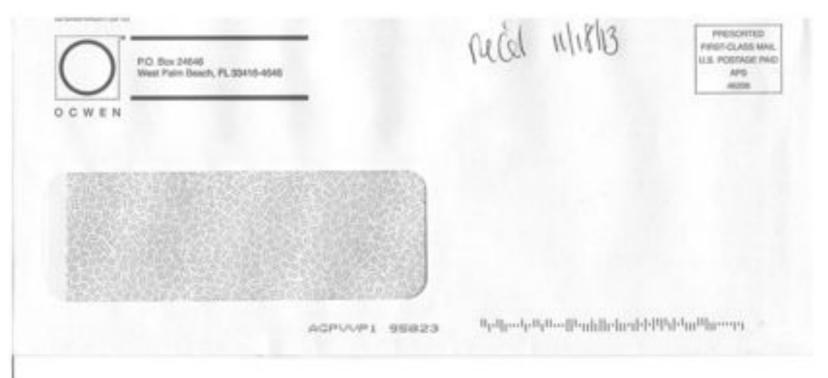


Exhibit "25"



OCWEN Learn Servicing, LLC PO Box 24726 West Palm Beach, FL 33416-4726

Website WWW.OCWEN.COM

read illialis

November 12, 2013

Anthony P Dicus 5950 La Castana Way Sacramento, CA 95823

Re: INSUFFICIENT TO CURE DEFAULT Loan Number: 7191037055

Dear Mortgagor(x):

Ocwen recently received funds for your loan in the amount of \$ 1,629.13. These funds are being returned in the same form (check, Western Union, MoneyGram, etc.) in which they were received.

These funds are being returned, as they are not sufficient to satisfy the defaulted amount of your loan and no alternative payment arrangements have been agreed to. As indicated in the Notice of Default that was previously sent to you, payments that are less than the amount required to reinstate the mortgage loan will be returned and will not stop any forcelosure proceedings that have begun.

To core the default you must pay the full amount due. To determine the amount due or to discuss other possible alternatives that may be available to avoid a foreclosure sale, you should contact your Home Retention Consultant immediately at (877)596-8580.

Sincerely,

Ocwen Loan Servicing, LLC

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you or your account are subject to a pending bankruptcy or your obligation referenced in this statement has been discharged in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt.

NMLS#1852

Case 14-02127 Filed 03/01/14 Doc 1 CD4639165 LHASE O Apply to Apply 2 (MACA) 1 (MACA) לכטו כטוואו 25-9440 ANTHONY DICUR. CHASE ONLINE BILL PAYMENT SMITLA CAST ANA WAY ENCRANCHED ON MICHAEL 10-28-2013 PO BOX 18944 WILMINGTON DE 19650-864 (800) 472-6256 NOV 0 5 2015 Pay ONE THOUSAND BIX HUNDRED TWENTY NINE AND 13/100 Dollare \$1,629.13 90294 BPC 601 019 13001 - 294209123 18 GF 18 To INDYMAC MORTGAGE SERVICES 6w Check Void Alber 10 Days PO BOX 76809 Onlive 46 PHOENIX AZ 85062-8606 JPMmpan Chaes Barth, N.A. Colombus, Olim # 284 2391 23# CO44000037C 658533013# 05129962896 $[_{1}111_{2}]11_{2}11]_{[r^{2}]}-[_{1}r_{2}]^{2}[_{1}r_{2}]^{2}[_{1}]^{2}[_{1}t_{2}]^{2}[_{1}r_{2}]^{2}[_{1}t$

> (ecd 11/1/d/3



Section and Con-





Exhibit "26"



Ocwen Lean Servicing, LLC

MANA CICIMIES CORY

MALE R 1852 NC Parel No. 2019

CUSTOMER CARE CENTER 1-860-761-2938

Your pall may be recorded for the cracking and development of our apposition

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NT 088034536960079121556 2 ACQYSS

ANTHONY P DICUS 5881 LA CASTANA WAY SACRAMENTO CA 18825-8621



Account Statement

Account Number: Account Statement Date: Property Address:

5950 La Castana Way Sacramento CA 95823

CHINN.

Page 1

7191037055

11/18/2013

Special Notices

(ecd 11/25/13

Current Principal Balance:	296.425.11
Interest Flate:	4.000001
Nest Payment Due Date.	5901001
Current Suspense Balance:	505.2
Interest Part Year-To-Date:	.00
Towes Port Year-To-Date:	.00

This is the principal balance only not the ensure reported to pay your excount in full.

Prisment Options	
Dallor** Description	
1 Minerary Proment Due:	1,110.02
Includes principal payment of	860.23
2 Recent Only Payment	NA
The state of the s	1,113.02
Includes principal payment of:	655.23
A 15 Year Americant Payment	3,064,41
trebalas principal pagneré di	7,000.72
** For additional information on each Payment	
Please see the Important Massages section below.	
Each Payment Option may include a Monthly Encrow	
Payment, Outstanding Advances, Lute Chargets), and	
Other Fees, if applicable.	
Corried Amount Due (Minimum)	
Principal	650,22
Intrest	978.90
Lane Partal Payment Amount	515.21-
Current Amount Dierby (2/01/15)	1,113.92
Part Due Annual (Movemen)	
Pincare	3,755,75
Interest	8,906.44
Paul Don Arrosets DUE BAMEDIATELY	14,692.17
Assessed Fees/Eigense Outstanding:	
Late Oranges	407.50
Presi Prior Service Fees	900.00
Total Free Expense Outstanding	907.30
Total Amount Due:	16,663.56

Recent		

Ditte	Description	Principal	Steerest	Encrow	Optional Late Charges	Fees/Other	Susperse	Total
11/12/10	Schmid Arrearage Adjustment							12:050:06
11/12/19	Interest American					12,059-06		

Important Messages

We may report information about your account to credit burnous. Late payments, recover payments, or other reduction your account may be reflected in your unestireport. To obtain information about your rights under the Fair Credit Reporting Act go to asses the gov/condit.

nantinees.

Exhibit "27"



Ocure Loan Servicing, LLC 1661 Worthington Road Salts 100 West Palm Brock, FL 33409

WWW.OCWEN.COM.

11/21/13

REINSTATEMENT QUOTE

Ambony P. Dicus 5950 La Camana Way Sacremento CA 95823

Requestor Fax Number: Requestor Email Address:

Loan Number: 7191037035 Customer Named IV: Arrhore Diese

Property Address: 5950 La Castana Way, Sacramento, CA 95823.

As Of: 12/20/13 Next Due: 01/01/14

Description Principal Payment. Interest Due Suspense Balance Total Amount Due to Reinstate

If your loan is past due or has recently been past due, additional fees and costs may have been incurred on your loan but not yet hilled to your account. These fors and expenses, if any, will be billed to your account once they are verified and paid by Oowen. Furthermore, if your account is past due, additional collection and legal foot may be repenses

American 6,405.96 9,685.34 515.21-\$15,776.09

If you are unable to pay the Total Amount Due to reinstate your loan, please contact our office at (877) 596-8580

Description	Amount
Late Charge Due	488.76
Attorney Fees	500.00
RPO .	145.00
Property Inspection	55.00
Total Other Astronets Outstanding and Due	5988.76

Please make note of the other amounts due on your loan. Repayment of these amounts is not necessary to reinitate your loan at this time; however, it is required to fulfill your debt obligation under the note and the mortgage. We strongly enconveys you to contact as to make perment aroung munit to repay the Other Amounts Oststanding and Due by calling

Levin Serrac has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.



Ocean Loan Servicing, LLC 1661 Worthington Road Suite 100 West Pulm Beach, FL 33409

WWW.OCWEN.COM.

- If your loan is past due or has recently been past due, additional foor and costs may have already been incurred on your loan but run.
 yet billed to your account. These foot and expenses, if any, will be billed to your account once they are verified and paid by
 Green.
- 2. If your account in past due, additional collection expenses and legal five may be accruing.
- All attacks must be made payable to Downs.
- If your itser is in foreclosure, all funds must be in one of the following forms: Cashier's Check, Bank Cartified Check, Title Contigues Check or Actorney's Engrew Check or via West Transfer. All other forms of payment will be returned and the reinstamment will not be processed.
- 5. Payment remittance information (always include Govern loan number with payment):

BY OVERNIGHT COURSER

Ocwes.

1661 Worthington Road, Salte 100 West Palm Brack, FL 33409

Reference: Orman Loan # 7192037055

Attention: Cashiering/HBC Payment Department

BY WIRE TRANSFER

Wells Fargo Bank, NA Sun Francisco, California

ABA: 121000249

Account Name: Oewen Loan Servicing, LLC

Account Number: 4124823382

Reference: Ocwes Loan # (Loan followed by loan #)

If you have operations regarding this reinstancest quote, please contact our Blome Retention Department at

(800) 746-2936

If after speaking with our Horse Retermion department, you still have questions or concerns, please feel free to contact the Clewenconsumer advocate at the address above, by entail at <u>Ornbuduranalloccupe.com</u> or by phone at (80%) 790–4656.



Exhibit "28"

MES Default Services PO Box 9009 Tamecute, CA 50169-8009



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Fees Paid
WSO

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ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823

Sent Consupordence to MSS Outset Senton 301 E. Ocean Blvd., Suite 1720 Long Beach, CA. 90800



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ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823



NBS Default Services, LLC

MBS Defails Services, LLC 201 E. Ocean Blvd. State 1720 Long Steach, CA 90802 800-3no-7751

已经进期适约。

November 22, 2013

ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823

Dear ANTHONY P DICUS.

你的

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

DEED OF TRUST

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

10/26/2006

(产权契约或抵押贷款)	
除非你果取行动保护你的房产,否则该房产将被公	计思告。如果你需要了解对你的诉讼程序
的性质,应该联系一名律师。	
귀하는 DEED OF TRUST 현재 날짜로	10/26/2006
(4	[타 중시 또는 저당원)
하에서 세무 불이행 상태입니다. 귀하의 부동산	을 보호하기 위해 조치를 취하시기 않는
한, 귀하의 부동산은 공대로 매각 처분할 수 있습	나다. 귀하에게 위해지는 이러한 범칙
집차에 대한 설명이 필요하신 경우 변호사와 상	단하십시오

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



IKAW AY	HINDI NAKA	BAYAD SA I	LALIM NG
			DEED OF TRUST
		(dee	d of trust o mortgage)
MAPROT PAMAMA KINAKAI	AGITAN NG IS EANGAN NIN SA INYO, KAIL	ANG PAMP YO NG PAG	MALIBAN KUNG IKAW AY KUMILOS UPANG ARI-ARIAN, MAAARI ITONG IBENTA SA UBLIKONG PAGBEBENTA. KUNG PAPALIWANAG SA KALIKASAN NG PAGLILITIS IYONG MAKIPAG-UGNAYAN SA ISANG
QUÝ VI VI	PHAM QUI Đị	NH THEO	
		DEE	D OF TRUST
	(kd urbc	ủy thác hoặc	hợp đồng vay thể chấp mua nhà)
KHAL NÊ		GIÁI THÍCH	KHI QUÝ VỊ CÓ BIỆN PHÁP BÁO VỀ CÂN NHÀ CC BÁN TẠO MỘT BUỔI RẠO BẨN CÔNG VỀ TÍNH CHẤT CỦA THỦ TỰC CHỐNG LẠI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB





ABS Detail Services PO Sin 9000 Terrecula, CA 92589-9000

Send Correspondence to ABS Delaut Services 301 E. Ocean Bret. Sule 1720 Long Beach, CA 90802



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RETERMINATES.

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ESTENHELLS

ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621



NBS Default Services, LLC

5005 Delault Services, LLC 301 E. Ocean Blvd, Sont 1720 Long Books, Co. 90602 800-706-7771

November 22, 2013

ANTHONY P DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

Dear ANTHONY P DICUS,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST,

DATED 10/26/2006, UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

#m	DEED OF TRUST	+	10/26/2006	已经逾期违约。
	(产权契约或抵押贷款)		(日期)	
	行动保护你的房产。西州该房产将 该联系—名律师。	F被公开出售。5	1.果你需要了	解对你的诉讼程则
(하는_ DEED OFTRUST 현세남하죠_		(신탁 중시)	10/26/2006 Ele 2015/eD	
折哺科 項目	불이행 상태입니다. 귀하의 무슨			
반, 귀하의	부동산은 공대로 매각 처분될 수	있습니다. 귀	하에게 취해	지는 이러한 법적
일하여 대한	· 선명이 필요하신 경우 변호사의	4 상당하십시 스	2.	

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



IKAW AY HINDI NAKABAYAD SA ILALIM NG

DEED OF TRUST

(deed of trust o mortgage)

NA MAY PETSA NA 1050-000 MALIBAN KUNG IKAW AY KUMILOS UPANG MAPROTEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA PAMAMAGITAN NG ISANG PAMPUBLIKONG PAGBEBENTA. KUNG KINAKAILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLILITIS LABAN SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG ABOGADO.

QUÝ VI VI PHAM QUI ĐỊNH THEO

DEED OF TRUST

(kể ước ủy thác hoặc hợp đồng vay thể chấp mua nhà)

NGÁY TRỬ KHI QUÝ VỊ CÓ BIẾN PHÁP BÁO VỀ CẦN NHÂ CỦA QUÝ VỊ CÂN NHÀ CÓ THỂ ĐƯỢC BẮN TẠO MỘT BUỚI RẠO BẮN CÔNG KHAI. NẾU QUÝ VỊ CẦN GIẢI THÍCH VỀ TÍNH CHẤT CỦA THỦ TỰC CHỐNG LAI QUÝ VỊ, QUÝ VỊ NỀN LIỀN LẠC VỚI LUẬT SỰ.

Best Regards.

NBS Default Services, LLC

for OneWest Bank, FSB





NRS Details Services PO Box 9099 Tanacida, CA 10569-9090

Sand Correspondence to

MBD Default Services 301 E. Ocean Brid. Suite 1721 Ling Beach, CA 90802



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LILIA E. DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823

rea 11/27/13

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LILIA E. DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823



NBS Default Services, LLC

989 Default Services, LLC 301 E. Capini Blod. Same 1720 Long Bloods, CA 90802 800-700-7751

November 22, 2013

LILIA E. DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823

Dear LILIA E. DICUS,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

letter better de letter better betret

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的	DEED OF TRUST	- +	30/26/2006	已经逾期违约。
	(产权契约或抵押货款)		(日期)	
除非你采取	行动保护你的房产。在明诚房产将	被公开出售,负	1果你需要了	解对你的诉讼程序
	该联系一名律师。			and the second second second
NWE D	EED OF TRUST 현재님짜로_	- 125 E V	10/26/2006	
		(신학 중시 3		
	불이해 상태입니다. 귀하의 부			
한, 귀하의 3	부용산은 공매로 매각 서문됨 수	있습니다. 위	하에게 위해	지는 이러한 법적
정치에 대한	선명이 필요하신 경우 변호사회	· 상당하십시5		

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA 10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PÚBLICA, SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



IKAW AY	HINDI NAKAI	BAYAD SA	
		100	DEED OF TRUST
		(000	d of trust o mortgage)
MAPROT PAMAMA KINAKAI	VGITAN NG IS LANGAN NINY VA INYO, KAILI	ANG PAMP O NG PAG	MALIBAN KUNG IKAW AY KUMILOS UPANG ARI-ARIAN, MAAARI ITONG IBENTA SA UBLIKONG PAGBEBENTA. KUNG PAPALIWANAG SA KALIKASAN NG PAGLILITIS IYONG MAKIPAG-UGNAYAN SA ISANG
QUÝ VI VI	PHAM QUI ĐỊN	WH THEO	
		DEE	D OF TRUST
	(ké ước ú	y thác hoặc	hợp đồng vay thể chấp mua nhà)
KHAL NE		GIÁI THÍCH	KHI QUÝ VỊ CÓ BIỆN PHÁP BÁO VỆ CÂN NHÁ CC BẨN TẠO MỘT BUỔI RẠO BẨN CÔNG VỀ TÍNH CHẤT CỦA THỦ TỰC CHÔNG LAI LUẬT SƯ.

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB





NBS Default Services PO Box 9099 Temecula, CA (C189:8089

Send Correspondence to NSS Default Services 301 S. Ocean Bird., Suite 1720

Long Steach, CA, 90802

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վիկորդեսրույթվականվեր բանուկերի և DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621



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CA - 30 Day HOROR Default Letter 2013

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LILIA E. DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621



NBS Default Services, LLC

NOS Debuil Services, LLC 301 E. Ocean Bird Sone (TD) Long Breats, CA 90802 805, No. 2151

November 22, 2013

LILIA E. DICUS 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

Dear LILIA E. DICUS,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST,

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的	DEED OF TRUST	于	39/26/2006	已经逾期退的。
	(产权契约或抵押贷款)		(日期)	
	F动保护你的房产。西侧该房产将被公 \$联系一名律师。	开出售。	0果你需要了	新对你的诉讼程序
귀하는_ DE	ED OF TRUST 현제 남하죠		10/26/2006	
形唱材 建华	(신 불이행 상태입니다. 귀하의 부동산		5는 저당원) 기위해 조치	
한, 이하의 무	동산은 공대로 매리 처분될 수 있습	나다. 귀	하에게 하해	지는 이러한 법적
정의에 대하	설명이 필요하신 경우 변호사와 상	말하십시스		

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



IKAW AY	HINDI NAKA	BAYAD SA	ILALIM NG
			DEED OF TRUST
		(dee	d of trust o mortgage)
MAPROT PAMAM/ KINAKAI	AGITAN NG IS LANGAN NIN SA INYO, KAIL	ANG PAMP YO NG PAG	MALIBAN KUNG IKAW AY KUMILOS UPAN ARI-ARIAN, MAAARI ITONG IBENTA SA UBLIKONG PAGBEBENTA. KUNG IPAPALIWANAG SA KALIKASAN NG PAGLILITI IYONG MAKIPAG-UGNAYAN SA ISANG
QUÝ VI VI	PHAM QUI DI		D OF TRUST
	(ké ước i	y thác hoặc	hợp đồng vey thể chấp mua nhà)
KHAL NË		GIÁI THÍCH	KHI QUÝ VỊ CÓ BIỆN PHÁP BÁO VỀ CẬN NHÁ CƠ BẨN TẠO MỘT BUỔI RẠO BẨN CÔNG I VỀ TÍNH CHẤT CỦA THỦ TỰC CHÔNG LẠI

Best Regards.

NBS Default Services, LLC

for OneWest Bank, FSB





ABS Debuit Services PO Rox 9099 Terrecute, CA 92589-9099

Seral Correspondence to NSS Default Services 301 E. Ocean Blvd. Suite 1720

Long Basich, CA 959502



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TIMBARITE.

LILIA E LOPEZ 5950 LA CASTANA WAY SACRAMENTO, CA 95823



NBS Default Services, LLC

Fellif, Deliash Services, LLC 301 E. Ouese 88vd Suite 1730 Long Brocks, CA 90800 800-76s-7711

November 22, 2013

LILIA E LOPEZ 5950 LA CASTANA WAY SACRAMENTO, CA 95823

Dear LILIA E LOPEZ,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

DATED 10/26/2006, UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的	DEED OF TRUST	- F	10/26/2006	已经逾期违约。
	(产权契约或抵押贷款)		(日期)	
	行动保护你的房产、否则该房产将被 该联系一名律师。	公开出售。其	2.果你需要]	"解对你的诉讼程序
귀하는_ D	MEED OF TRUST HAWAR		19/26/2006	_
하에서 제무	- 불이벤 상태입니다. 위하의 부품수	선탁 중서 5 5을 보호하:		
姓, 明新祖 3	부동산은 공매로 매각 의분될 수 있	습니다. 귀	하세계 위해	지는 이러한 뱀적
정치에 대한	선명이 필요하신 경우 변호사와 5	산단하십시오	2	

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PUBLICA. SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



IKAW AY	HINDI NAKA	BAYAD SA I	LALIM NG
			DEED OF TRUST
		(dee	d of trust o mortgage)
MAPROT PAMAMA KINAKAII	GITAN NG IS ANGAN NIN A INYO, KAIL	ANG PAMPI YO NG PAGI	MALIBAN KUNG IKAW AY KUMILOS UPANG ARI-ARIAN, MAAARI ITONG IBENTA SA UBLIKONG PAGBEBENTA, KUNG PAPALIWANAG SA KALIKASAN NG PAGLILITIS YONG MAKIPAG-UGNAYAN SA ISANG
QUÝ VI VI	PHAM QUI ĐỊ	NH THEO	
		DEE	D OF TRUST
	(kê ước	ủy thác hoặc l	hợp đồng vay thể chấp mua nhà)
KHAL NÉL		CÓ THỂ ĐƯỢ GIẢI THỊCH	KHI QUÝ VỊ CÓ BIỆN PHÁP BÁO VỀ CÂN NHÁ TC BẨN TẠO MỘT BUỔI RẠO BẨN CÔNG VỀ TÍNH CHẤT CỦA THỦ TỤC CHÔNG LAI LUẬT SƯ.

Best Regards.

NBS Default Services, LLC

for OneWest Bank, FSB





NBS Debuit Services PO Box 9000 Temecute, CA 92589-9000

Send Consequendance to:

1985 Default Selvices 301 E. Ocean Blvt., Suite 1770 Long Seach, CA 90902



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ուդ-լիվիկորդուրդ - լոյոլիկի դարկան LEJA E LOPEZ 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621 (ecd 11/27/13



8454-2072 82789N-323

Case 14-02127 Filed 03/01/14 Doc 1

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LILIA E LOPEZ 5950 LA CASTANA WAY SACRAMENTO, CA 93823-5621



NBS Default Services, LLC

NBS Default Services, LLC JHI E. Ocean Brief Sonn 1720 Long Stooks, CA 90812 800, Soc. 7751

November 22, 2013

LILIA E LOPEZ 5950 LA CASTANA WAY SACRAMENTO, CA 95823-5621

Dear LILIA E LOPEZ,

YOU ARE IN DEFAULT UNDER A DEED OF TRUST.

DATED 10/26/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

你的	DEED OF TRUST	于	30/26/2006	已经逾期违约。
	(产权契约或抵押贷款)		(日期)	
除事你是取得	7动保护你的房产,否销适房产商被公	开出售, 如	以果你需要 7	解对你的诉讼程序
的性质。它	5联系一名律师。			
arat⊱ Di	EED OF TRUST 변제남하도		10/26/2006	
			는 개당인	
하네서 셔무	품이행 상태입니다. 귀하의 부동산4	- 从左约 :	이 위해 쓰기	l 좀 위하시지 않는
6. 中卧期内	동산은 공대로 매라 처분될 수 있습	니다. 귀여	하세계 위해	지는 이러한 법적
일차에 대한	설명이 필요하신 경우 변호사와 살인	h하십시오	-	

USTED HA INCUMPLIDO LOS TÉRMINOS DE LA escritura de fideicomiso

DE FECHA 10/26/2006. SI NO TOMA MEDIDAS PARA PROTEGER SU BIEN, ES POSIBLE QUE SE VENDA EN UNA SUBASTA PÚBLICA. SI NECESITA QUE LE EXPLIQUEN LA NATURALEZA DEL PROCEDIMIENTO EN SU CONTRA, DEBE CONSULTAR A UN ABOGADO.



	(deed of trust o mortgage)
MAPRO PAMAM KINAKA	PETSA NA MALIBAN KUNG IKAW AY KUMILOS UPAN TEKTAHAN ANG INYONG ARI-ARIAN, MAAARI ITONG IBENTA SA AGITAN NG ISANG PAMPUBLIKONG PAGBEBENTA. KUNG ILANGAN NINYO NG PAGPAPALIWANAG SA KALIKASAN NG PAGLILIT SA INYO, KAILANGAN NINYONG MAKIPAG-UGNAYAN SA ISANG
QUÝ VI V	PHAM QUI ĐỊNH THEO
	DEED OF TRUST
	(kể ước ủy thác hoặc hợp đồng vay thể chấp mua nhà)
NGĀY	TRÛ KHI QUÝ VỊ CÓ BIỆN PHÁP BÁO VỀ CẨN NHÁ

Best Regards,

NBS Default Services, LLC

for OneWest Bank, FSB





Exhibit "29"



OCWEN Loan Servicing, LLC PO Box 24726 West Palm Beach, FL 33416-4726

Website:WWW.OCWEN.COM

reck 11/29/13

November 25, 2013

Anthony P Dicus 5950 La Castana Way Sacramento, CA 95823

Re: INSUFFICIENT TO CURE DEFAULT Loan Number: 7191037055

Dear Mortgagor(s):

Ocwen recently received funds for your loan in the amount of \$ 8,145.65. These funds are being returned in the same form (check, Western Union, MoneyGram, etc.) in which they were received.

These funds are being returned, as they are not sufficient to satisfy the defaulted amount of your loan and no alternative payment arrangements have been agreed to. As indicated in the Notice of Default that was previously sent to you, payments that are less than the amount required to reinstate the mortgage loan will be returned and will not stop any foreclosure proceedings that have begun.

To cure the default you must pay the full amount due. To determine the amount due or to discuss other possible alternatives that may be available to avoid a foreclesure sale, you should contact your Home Retention Consultant immediately at (877)596-8580.

Sincerely,

Oewen Loan Servicing, LLC

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you or your account are subject to a pending bankruptcy or your obligation referenced in this statement has been discharged in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt.

NMLS#1852

Case 14-02127 Filed 03/01/14 Doc 1

LILIA LOPEZ
ANTHONY DICUS
SOCIA CASTANA WAY

BACHAMINTO CA BERTANET

CHASE O 7/1/3, 1/1/4, 9/1/3

CHASE O 7/1/3, 1/1/4, 9/1/3

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LILIA LOPEZ

ANTHONY DICUS

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LOI/1# 7/9/03/55 7/1



Exhibit "30"



OCWEN Loam Servicing, LLC P.O. Box 785063 Orlando, F2, 32878-5063

(Do not send any correspondence or payment to the above address):

WWW.DCWEN.COM

(46) 12/18/13

December 11, 2013

Anthony P. Dicus

5950 Le Castana Way Sacramento, CA, 95823.

RE: Loan Number:

7191037055

Property Address:

5950 La Castana Way Sacramonio, CA 95823

Dear Anthony P. Diess:

OCWEN would like to take this opportunity to thank you fit your recent communication regarding the above referenced loss. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern#1 You stated that you have sent us payments in the amount of \$1,629.13 and \$8,145.65 for the month of November 2013. to make your account current and requested us to review and ensure the application of these payments to the loan.

Response

We acquired the servicing rights of the loan on November 4, 2013, from IndyMac Mongage Servicers, with the loan due for the March 1, 2013 payment.

As per prior servicer data you had filed for Bankruptcy Chapter 13 on July 24, 2009, which was discharged on June 12,

Please note that, as per the review the response to the notice of final cure was filed on September 11, 2012 and response for the same was filed on October 1, 2012 stating the post potition due was in the atmount of \$8780,90 and the due date reflecting on the linar is valid and correct.

A review of our records indicates that the funds received on November 5, 2013 and November 14, 2013, in the amount of \$1,629.13 and \$8,145.65 have been rejected and returned back to you.

Please be advised that if the loan is delinquent, we do not accept partial payments and the funds remitted towards the loan should be in the reinstanement amount, unless the loan is approved for an alternative payment option. In the event you remit a partial or uncertified payment, the same would be returned to the remitter. Accordingly the aforementioned payments were returned to the remitter.

We have submitted a request for a reinstatement quote with a good through date of Decumber 20, 2013, to be sent to your attention. This will provide you with an iteratived breakdown of the amount required to reinstate the loan. Please be advised there may be fees and expenses that are incurred, which will be assessed to the lists on a later date.

Please note that we have already updated our records to reflect Royald H. Freihman, as authorized to receive information pertaining to the above loan.

For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (900) 746-2936.

BROWNERS IN I

Case 14-02127 Filed 03/01/14 Doc 1



OCWEN Loan Servicing, LLC P.O. Biss 78506J Orlands, FL 32878-3063

(Dis not send any correspondence or payment to the above address)

WWW.OCWEN.COM

We trust the information provided has fully addressed your concurn. Please visit our website (www.ocwen.com) which is available 24 hours a day, seven days a week, as many of the ansivers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

> Oewes Loss Servicing, LLC Attention: Research Department P.O. Bux 24756 West Palm Strach, FL 33416-4736

Secondly,

Abmid, Eresd Research Department Ocwes Loan Servicing, LLC

BROWNSTREET 3



Exhibit "31"

12/13/2013

OCWEN P.O. Box 6440 Carl Stream, IL 60197-6440

Re: Payment Loan# 7191037055

Anthony Dicus 5950 La Castana Way Sacramento, CA 95823-5621

Dear Sirs:

Find enclosed the accumulated payments you and your predecessor have previously and wrongfully rejected. I am not in default and I dispute this purported "debt" based on your previous and enclosed copy of the last statement I received.

Please accept the enclosed payment of \$9774.78, which is adequate to bring this account current despite your continued attempts to wrongfully collect a debt you are not owed.

Regards,

Anthony Dicus

Dicus30@aol.com

Secretary of secretary of principles





Exhibit "32"



OCWEN Loan Servicing, LLC PO Box 24726 West Palm Beach, FL 33416-4726

Website WWW.OCWEN.COM

(ecd 1/13/14

January 9, 2014

Anthony P Dicus 5950 La Castana Way Sacramento, CA 95823

Re: INSUFFICIENT TO CURE DEFAULT Loan Number: 7191037055

Dear Mortgagor(s):

Ocwen recently received funds for your loan in the amount of \$ 9,774.78. These funds are being returned in the same form (check, Western Union, MoneyGram, etc.) in which they were received.

These funds are being returned, as they are not sufficient to satisfy the defaulted amount of your loan and no alternative payment arrangements have been agreed to. As indicated in the Notice of Default that was previously sent to you, payments that are less than the amount required to reinstate the mortgage loan will be returned and will not stop any foreclosure proceedings that have begun.

To cure the default you must pay the full amount due. To determine the amount due or to discuss other possible alternatives that may be available to avoid a foreclosure sale, you should contact your Home Retention Consultant immediately at (877)596-8580.

Sincerely,

Ocwen Loan Servicing, LLC

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you or your account are subject to a pending hankruptcy or your obligation referenced in this statement has been discharged in hankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt.

NMLS#H\$2





Exhibit "33"



Ocwen Loan Servicing, LLC 1661 Worthington Royal Suite 100 West Palm Beach, F2, 53409.

WWW.OCWEN.COM.

1/11/14

REINSTATEMENT QUOTE



arthory p. dicvir 5950 La Castana Way Sacramento CA 95871

Requestor Fax Number: Requestor Email Address:

Loan Number: 7191037655

Castomer Nametal: Anthony Dican

Property Address: 5950 La Canana Way, Sacramento, CA 95823.

As Of: 62/10/14 Next Dur: 83/01/14

Description Principal Payment: Interest Due Suspense Balance Total Amount Due to Reinstate

If your loan is post due or has recently een past due, additional free and com may have been incomed on your loan but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Oosen. Furthermore, if your account is past due, additional collection пресия and legal fees may be lariales.

Answert 5,206.55 1,826.49 515.21-\$12,517.83

If you are unable to pay the Total Amount Due to reinstate your loan, please contact our office at (877) 596-8580.

Description	Amount
Late Charge Due	488.76
Attorney Fees	300.00
BPO	145.00
Property Inspection	55.00
Total Other Announts Outstanding and Due	\$998.76

Please make note of the other amounts due on your loan. Repayment of these amounts is not necessary to reinstate your loan at this time; however, it is required to fulfill your debt obligation under the note and the mortgage. We strongly encourage you to contact at to make payment arrangements to repay the Other Amounts Ountanding and Due by calling (899) 746-2976.

Prablic Michael has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents

This communication is from a debt collector attempting to collect a debt, any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.



Ocwen Leam Servicing, LLC 166/ Worthington Board Suite 169 West Pulm Brach, FL 33409

WWW.OCWEN.COM

- If your loss is past due or has recently been past due, additional fires and costs may have already been incurred on your loss but not yet billed to your account. These face and expenses, if any, will be billed to your account once they are verified and paid by Octoor.
- If your account is past due, additional collection expenses and legal from may be accraing.
- All checks must be made payable to Octom.
- If your loss is in freeclosure, all funds must be in one of the following forms: Cachier's Check, Back Certified Check, Title Company Check or Attorney's Eurose Check or via Wire Transfer. All other forms of payment will be returned and the retrotatement will not be processed.
- Payment remittance information (always include Ocwes line number with payment):

BY OVERNIGHT COURSES.

Orees

1661 Worthington Boad, Saite 100

West Palm Beach, FL 33409 Beference: Owen Loan # 7191057055

Attention: Cashiering WRC Payment Department

Wells Fargo Bank, NA San Francisco, California

BY WIRE TRANSFER

ABA: 121000248

Account Name: Orwen Loan Servicing, LLC

Account Number: 4124823352

Reference: Oewen Louis # (Louis followed by loan #)

If you have questions regarding this reinstatement quote, please contact our Home Retention Department at

(800) 746-2936

If after speaking with our Herm Resention department, you still have questions or concerns, please feel from to contact the Ocwan consuster advocate at the address above, by omail at <a href="https://doi.org/10.1007/j.com/peaking-please-ple

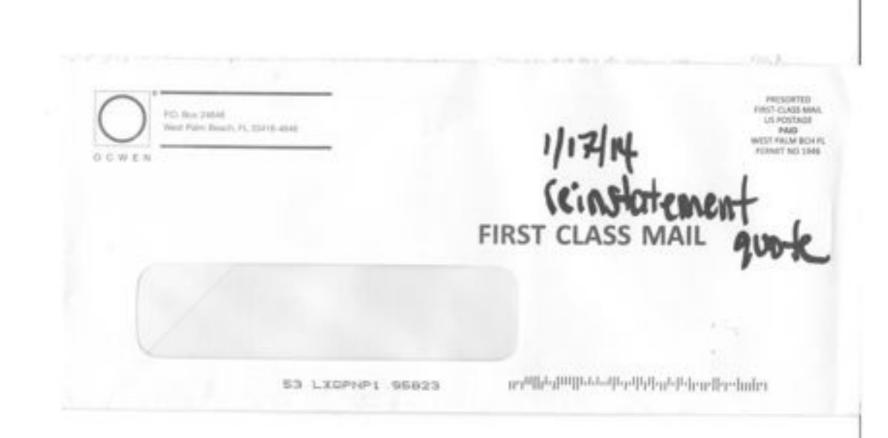


Exhibit "34"



OCWEN Loan Servicing, EEC P. O. Box 785063 Orlando, FL 32878-5063 (Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

January 14, 2014

rec'd 1/23/14

Anthony P. Dicas-

5950 La Castana Way Sacramento, CA 95823

RE: Loan Number:

7193037055

Property Address:

5950 La Castana Way Sacramento, CA 95825

Dear Anthony P. Dicus :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below in the recap of our response to the concern raised:

Concern#1 You expressed concern regarding the payments returned in the lines, as you believe the loan is not to default.

Respons

Our records indicate that on November 4, 2013, foreclosure proceedings were initiated on your loan, as it was past due for the July 1, 2013 payment. Please note that during active foreclosure, we do not accept uncertified funds and the funds remitted towards the loan should be a full reinstatement amount. In the event you remit partial and uncertified funds, the same would be returned to the remitter.

Our records indicate that the funds received on November 14, 2013 and January 1, 2014, in the amount of \$8,145.65 and \$9,774.76 was returned to the remitter on November 26, 2013 and January 9, 2014, as the funds were insufficient to care default on the loan.

Please note that we have submitted a request for the reinstatement quote good through February 10, 2013 to be sent to your attention. This will provide you with the breakdown of the total amount outstanding on the loan.

As of the date of this letter, the loan is due for the July 1 2013 payment. . For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

We trust the information provided has fully addressed your concern. Please visit our website (www.ecwen.com) which is available 24 hours a day, seven days a week, as musty of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC Attention: Research Department F/O. Box 24736 West Palm Breach, FL 23418-4736

BREMARK TREATE . §

This communication is from a daite collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active hundruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

Lean Number 7191037055



OCWEN Loan Servicing, LLC P.O. Bue 783063 Orlando, FL 32878-3063 (Do not send any correspondence or payment to the above address)

WWW.OCWEN.COM

Smootely.

Shruti Shah Research Department Ownes Lean Servicing, LLC

MOMESTRALT 2



Exhibit "35"



Ocwen Loan Servicing, LLC 1661 Worthington Royal Suite 100 West Palm Beach, F2, 53409.

WWW.OCWEN.COM.

1/11/14

REINSTATEMENT QUOTE



arthory p. dicvir 5950 La Castana Way Sacramento CA 95823

Requestor Fax Number: Requestor Email Address:

Loan Number: 7191037655

Customer Nametal: Anthony Dican

Property Address: 5950 La Canana Way, Sacramento, CA 95823.

As Of: 62/10/14 Next Dur: 83/01/14

Description Principal Payment: Interest Due Suspense Balance Total Amount Due to Rejectate

If your loan is post due or has recently een past due, additional free and com may have been incomed on your loss but not yet billed to your account. These fees and expenses, if any, will be billed to your account once they are verified and paid by Oosen. Furthermore, if your account is past due, additional collection пресия and legal fees may be lariales.

Answert 5,206.55 1,826.49 515.21-\$12,517.83

If you are unable to pay the Total Amount Due to reinstate your loan, please contact our office at (877) 596-8580.

Description	Amount
Late Charge Due	488.76
Attorney Fers	300.00
BPO	145.00
Property Inspection	55.00
Total Other Aniounts Outstanding and Due	\$998.76

Please make note of the other amounts due on your loan. Repayment of these amounts is not necessary to reinstate your loan at this time; however, it is required to fulfill your debt obligation under the note and the mortgage. We strongly encourage you to contact at to make payment arrangements to repay the Other Amounts Ountanding and Due by calling (899) 746-2976.

Prablic Michael has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents

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Ocwen Leam Servicing, LLC 166/ Worthington Board Suite 169 West Pulm Brach, FL 33409

WWW.OCWEN.COM

- If your loss is past due or has recently been past due, additional fires and costs may have already been incurred on your loss but not yet billed to your account. These face and expenses, if any, will be billed to your account once they are verified and paid by Octoor.
- If your account is past due, additional collection expenses and legal from may be accraing.
- All checks must be made payable to Octom.
- If your loss is in freeclosure, all funds must be in one of the following forms: Cachier's Check, Back Certified Check, Title Company Check or Attorney's Eurose Check or via Wire Transfer. All other forms of payment will be returned and the retrotatement will not be processed.
- Payment remittance information (always include Ocwes line number with payment):

BY OVERNIGHT COURSES.

Orees

1661 Worthington Boad, Saite 100

West Palm Beach, FL 33409 Beference: Owen Loan # 7191057055

Attention: Cashiering WRC Payment Department

Wells Fargo Bank, NA San Francisco, California

BY WIRE TRANSFER

ABA: 121000248

Account Name: Orwen Loan Servicing, LLC

Account Number: 4124823352

Reference: Oewen Louis # (Louis followed by loan #)

If you have questions regarding this reinstatement quote, please contact our Home Retention Department at

(800) 746-2936

If after speaking with our Herm Resention department, you still have questions or concerns, please feel from to contact the Ocwan consuster advocate at the address above, by omail at <a href="https://doi.org/10.1007/j.com/peaking-please-ple

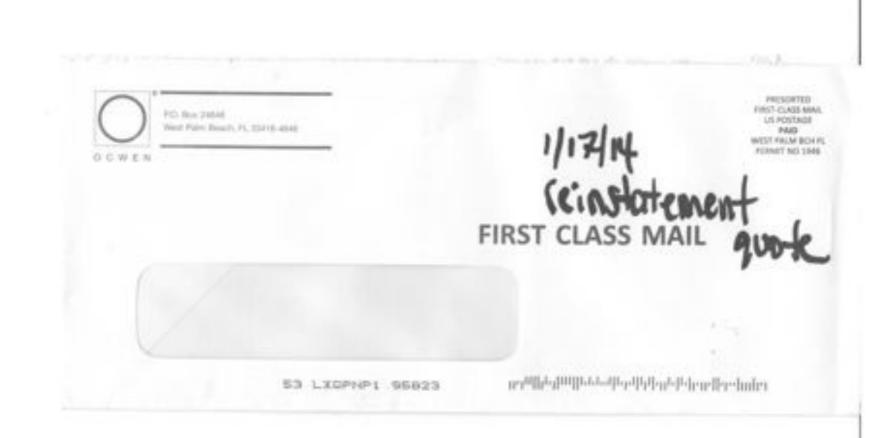


Exhibit "36"

01/15/2014

OCWEN P.O. Box 6440 Carl Stream, IL 60197-6440

Re: Payment Loan# 7191037055

Anthony Dicus 5950 La Castana Way Sacramento, CA 95823-5621

Dear Sirs:

Find enclosed the accumulated payments you and your predecessor have previously and wrongfully rejected. I am not in default and I dispute this purported "debt" based on your previous and enclosed copy of the last statement I received.

Please accept the enclosed payment of \$11403.91, which is adequate to bring this account current despite your continued attempts to wrongfully collect a debt you are not owed.

Regards,

Anthony Dicus

Dicus30@aol.com

Anthony Divan 950 La Castana Way 150 LILIA LOPEZ ANTHONY DICUS 413548954001





Ocwem Loam Servicing® Mortgage Customers

Loan Number : 7191037055 5950 La Castana Way Sacramento, CA 95823

Next due date: October 1, 2013

Amount due: **\$192.05**



You have: No New Items



Upload Documents

Payments and Amounts Due

Main Menu

PAYMENT INFORMATION

Next Payment Due Date: 10/01/2013

Next Payment Amount: \$192.05

Escrow Portion: \$0.00

Last Payment Received: 01/27/2014

Amount of Last Payment Received: \$11,403.91

LOAN INFORMATION

Maturity Date:

Unpaid Principal Balance: \$289,431.78

Original Principal Balance: \$288,000.00

Length of the Loan (Months): 360

Origination Date: 10/26/2006

Interest Rate (%):

Payment History Payment Fee Schedule Recent or Upcoming Notify Ocwen that Payment Changes Confirmation Letter I made a Payment Ways to Make Account Statements Go Green Reinstatement Payment Payments Remittance Coupon Quote

11/01/2036

Automatic Payments

Payoff Quote

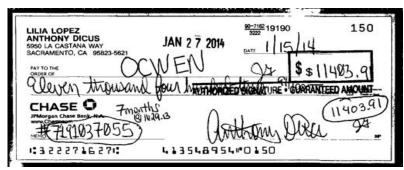


Contact Us | Web Terms and Conditions | Privacy Policy Verisign

Chase Online

TOTAL CHECKING (...8954)

Check Number: 150 Post Date: 02/05/2014 Amount of Check: \$11,403.91



Need help printing or saving this check?



Need help printing or saving this check?

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1 2 3	Ronald H. Freshman, Esq., SBN #225136 Law Office of Ronald H. Freshman 3040 Skycrest Drive Fallbrook, CA 92028			
4	Telephone: 858-756-8288 Facsimile: 206-424-0744			
5				
6	Attorney for Anthony P. Dicus and Lilia E. Dicus			
7				
8	UNITED STATES BANKRUPTCY COURT			
9	EASTERN DISTRICT OF CALIFORNIA			
10	In re:	Case No: 09-35241-B-13 J		
11	ANTHONY P. DICUS and LILIA E. LOPEZ,	Chapter: 13 DCN: RHF		
12	Debtors,	Case Filed: 10/17/2009		
13	v.	INDEX OF EXHIBITS TO DEBTORS' MOTION TO		
14	DEUTSCHE BANK NATIONAL TRUST COMPANY,	SANCTION RESPONDENTS FOR CONTEMPT FOR		
15	AS TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-AR11, MORTGAGE	VIOLATION OF THE DISCHARGE INJUNCTION		
16	PASS-THROUGH CERTIFICATES, SERIES 2007-	[NOTICE OF HEARING, MOTION, AND DECLARATION		
17	AR11 UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2007;	OF ANTHONY P. DICUS AND LILIA E. LOPEZ FILED CONTEMPORANEOUSLY HEREWITH]		
18	ONEWEST BANK, FSB d/b/a/ INDYMAC	[
19	MORTGAGE SERVICES, A DIVISION OF	[Local Bankr. R., Rule 9014-1 et seq.]		
20	ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.; and	Date: April 8, 2014		
21	OCWEN LOAN SERVICING, LLC,	Time: 9:32 a.m. Judge: Hon. Thomas C. Holman		
22	Respondents.	Dept: B		
23	INDEX OF EXHIBITS 1-36 TO DEBTORS' MOTION TO SANCTION RESPONDENTS FOR CONTEMPT FOR			
24	VIOLATION OF THE D	DISCHARGE INJUNCTION		
25	EXHIBIT "1" - 11/13/2009 Confirmation of Plan	DICUS – RHF - 0002		
26	EXHIBIT "2" - 08/28/2012 - A NOTICE OF FINAL C	JRE PAYMENTDICUS – RHF - 0005		
27	EXHIBIT "3" - 09/11/2012 - RESPONSE TO NOTICE	OF FINAL CURE PAYMENTDICUS – RHF – 0008		
28	EXHIBIT "4" - 10/19/2012 - MOTION TO DEEM CU	JRRENTDICUS – RHF - 0012		

Case Number: 2009-35241₁₄₋₀₂FiledFiled 63/01/4140:40:24 AM Doc # 104

EXHIBIT "5" - 11/14/2012 - Ch. 13 Trustee filed Final Report	DICUS – RHF - 0017
EXHIBIT "6" - 12/10/2012 - Minute Order	DICUS – RHF - 0021
EXHIBIT "7" - 01/14/2013 - Debtors Discharge	DICUS – RHF - 0023
EXHIBIT "8" - 01/28/2013 – Final Decree	DICUS – RHF - 0026
EXHIBIT "9" - 06/20/2013 - Qualified Written Request ("QWR") and Debt Validat	ion
Letter	DICUS – RHF - 0028
EXHIBIT "10" - 07/01/2013 – OWB Letter to Debtor	DICUS – RHF - 0035
EXHIBIT "11" - 07/10/2013 – OWB Letter to Debtor	DICUS – RHF - 0058
EXHIBIT "12" - 07/11/2013 - QWR and Dispute of Debt Letter to OWB	DICUS – RHF - 0062
EXHIBIT "13" - 07/11/2013 –Complaint with the OCC	DICUS – RHF - 0094
EXHIBIT "14" - 07/24/2013 – OWB Response to Debtor's Complaint to the OCC	DICUS – RHF - 0131
EXHIBIT "15" - 07/27/2013 – Amended OCC Complaint	DICUS – RHF - 0138
EXHIBIT "16" - 07/29/2013 – Dispute of Debt letter to OWB	.DICUS – RHF – 0168
EXHIBIT "17" - 08/05/2013 – OWB Rejection and Return of Debtor's Payment	DICUS – RHF - 0179
EXHIBIT "18" - 08/07/2013 – Letters from OWB Re Debtors' financial Situation	DICUS – RHF - 0183
EXHIBIT "19" - 09/04/2013 – Letter from OWB Returning Debtors' Payment	DICUS – RHF - 0190
EXHIBIT "20" - 09/27/2013 - letter from OWB Returning Debtors' Payment	DICUS – RHF - 0194
EXHIBIT "21" - 10/16/2013 – Letter of Transfer to OCWEN	DICUS – RHF - 0198
EXHIBIT "22" - 10/17/2013 – Letter from OWB Re Interest and Payment Change.	DICUS – RHF - 0202
EXHIBIT "23" - 11/06/2013 – QWR sent to OCWEN	DICUS – RHF - 0206
EXHIBIT "24" - 11/12/2013 – Letter from OCWEN Claiming the amount due was	
\$15,069.47	DICUS – RHF - 0213
EXHIBIT "25" - 11/12/2013 – Letter from OCWEN Returned Debtors' Payment	DICUS – RHF - 0217
EXHIBIT "26" - 11/18/2013 – Statement from OCWEN claiming amount due was	
\$16,683.39	DICUS – RHF - 0221
EXHIBIT "27" - 11/21/2013 –REINSTATEMENT QUOTE Letter from OCWEN	DICUS – RHF - 0223
EXHIBIT "28" - 11/22/2013 – Notices of Default	DICUS – RHF - 0227
EXHIBIT "29" - 11/25/2013 – Letter from OCWEN and Returned Payment	.DICUS – RHF – 0258
	EXHIBIT "6" - 12/10/2012 - Minute Order

1	EXHIBIT "30" - 12/11/2013 – Debt collection letter from OCWENDICUS – RHF - 0262
2	EXHIBIT "31" - 12/13/2013 – Letter to OCWEN Attempting to Bring the Account
3	CurrentDICUS – RHF - 0266
4	EXHIBIT "32" - 01/09/2014 – Letter from Ocwen Rejecting \$9,774.78 PaymentDICUS – RHF - 0269
5	EXHIBIT "33" - 01/11/2014 – Letter from OCWEN Claiming Amount due was
6	\$12,517.83DICUS – RHF - 0273
7	EXHIBIT "34" - 01/14/2014 – Letter from OCWEN Re Returned PaymentsDICUS – RHF - 0277
8	EXHIBIT "35" - 01/17/2014 – Statement Claiming \$12,311.21 was Past dueDICUS – RHF - 0281
9	EXHIBIT "36" - 02/05/2014 – Evidence of Plaintiff's Payment of \$11,403.91 and
10	LetterDICUS – RHF - 0285
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1	INJUNCTION; EXHIBITS 1-36 AND DECLARATION OF ANTHONY P. DICUS AND LILIA E. LOPEZ IN
2	SUPPORT THEREOF were served on the date and in the form and manner stated below:
3	1. By regular, first class United States Mail, postage fully pre-paid, addressed to an officer,
4	managing or general agent or to any other agent authorized by appointment or by law to receive
5	service of process and also by mailing a copy to the Respondent:
6	OCWEN LOAN SERVICING, LLC C/O Corporation Service Company d/b/a CSC – Lawyers
7	Incorporating Service Attn: Officer, Managing, General or any other Agent
8	2711 Centerville Rd. Wilmington, DE 19808
9	
10	OCWEN LOAN SERVICING, LLC C/O Corporation Service Company d/b/a CSC – Lawyers
11	Incorporating Service C/O The Prentice-Hall Corporation System, Inc.
12	Attn: Officer, Managing, General or any other Agent 2710 Gateway Oaks Dr. Ste 150N
13	Sacramento, CA 95833
14	OCWEN LOAN SERVICING, LLC
15	Attn: Officer, Managing, General or any other Agent 1661 WORTHINGTON RD STE 100
16	WEST PALM BEACH, FL 22409
17	NBS DEFAULT SERVICES, LLC Attn: Officer, Managing, General or any other Agent
18	9441 LBJ FWY STE 250 DALLAS, TX 75243
19	DALLAS, 17, 19243
20	2. By Certified Mail addressed to an officer of the institution:
21	DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2007-
22	AR11, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR11 UNDER THE POOLING AND SERVICING
23	AGREEMENT DATED APRIL 1, 2007
24	Attn: Officer of the Institution 300 South Grand Ave.
25	41 st Floor Los Angeles, CA 90071
26	
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ONEWEST BANK, FSB d/b/a/ INDYMAC MORTGAGE SERVICES, A DIVISION OF ONEWESTBANK, FSB, f/k/a INDYMAC FEDERAL BANK, F.S.B., f/k/a INDYMAC BANK, F.S.B.
Attn: Officer of the Institution 9441 LBJ Freeway Suite 250, Dallas, TX 75243

3. By regular, first class United States Mail, postage fully pre-paid, by mailing a copy to the Chapter 13 Trustee:

Chapter 13 Trustee Jan P. Johnson PO Box 1708 Sacramento, CA 95812

4. **By Notice of Electronic Filing (NEF):** Pursuant to controlling General Orders and LBR, the foregoing documents will be served by the court via NEF and hyperlink to the document. Upon service, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

I declare under penalty of perjury and the laws of the United States that the foregoing is true and correct.

Date: March 1, 2014

Ronald H. Freshman Attorney for Anthony P. Dicus and Lilia E. Lopez

Cener H. a